LAW

RECORD

NO. 41.

UNION

COUNTY.

Order No. 6963

The Dayton Blank Book and Printing Co.

Dayton, O.

Blank Book Manufacturers, GENERAL PRINTERS, LITHOGRAPHERS, STATIONERS.

To Duplicate this Book, Please Send Lettering for Back, and Number.

A
B
C
D
E
F
G
H
IJ
K
L
M
Mc
N
O
P
Q
R
S
T
U
V
W
Y
Z

| | | | | |
|---|---|---|---|---|
| Aspery Mary E | Vs. | Aspery. H. William | 578. | Aspery. H. |

| | | | | | |
|---|---|---|---|---|---|
| 578. | Aspery. H. William | adve. | Aspery Mary E. | 578. | |

| | | | | |
|---|---|---|---|---|
| Blakely Ora | Vo | Blakeley George H | 51 | Blakely G |
| Burgner William & Son | " | Wintsbaugh David | 160 | Buffington |
| Bainum Edith | " | Bainum Lewis S | 240 | Burnham Alb |
| Baker B. E | " | Baker Sarah | 246 | Board of County C |
| Beaston Jobel | " | Beaston Hulda M | 251 | Bainum Lew |
| Boylan Sam Assignee of W.M Snodgrass | " | Snodgrass Mary A. et al | 271 | Baker Sarah |
| Bean L C | " | Johnson Alex | 298 | Beaston H |
| Burgner Carrie | " | Burgner Emary | 317 | Burgner Em |
| Bellens Effie | " | Bellens Burton | 434 | Bellens Bur |
| Boylan John Sr. | " | Wood L.A. et al, Trustees | 456 | |
| Beecher George | " | Rogers Joseph C | 465 | Book Minne |
| | | | | Blue Michael |

| | | | | | |
|---|---|---|---|---|---|
| 51 | Blakely George H | adm's | Blakley Ora | 51 | |
| 160 | Buffington M. Luther et al | " | Merchant W. W. | 75 | |
| 240 | Burnham Albert adm.r | " | Shaver Edward et al | 177 | |
| 246 | Board of County Commissioners et al | " | Pfau Dorotha | 214 | |
| 251 | Bainum Lewis S | " | Bainum Edith | 240 | |
| 271 | Baker Sarah | " | Baker B. E. | 246 | |
| 298 | Braston Hulda M | " | Braston Jobe | 251 | |
| 317 | Burgner Emory | " | Burgner Carrie | 317 | |
| 484 | Bellus Burton | " | Bellus Effie | 734 | |
| 456 | | | | | |
| 465 | Bosh Minnie R. | " | Dolliff Williams | 496 | |
| | Blue Michael et al | " | Fahey Banking Co. | 567 | |

| | | | | | |
|---|---|---|---|---|---|
| Culver Leander | 918 | Thompson Bertha et al | 93 | Gary John. et | |
| Crotinger Barbara | " | Douglass Electa J et al | 118 | Cranston Ida | |
| Cameron. Malcome M. et al. | " | Wintsbaugh David D. et al | 126 | Culver Leand | |
| Connell R W. | " | Wintsbaugh Davis D. et al | 154 | Childs John P. | |
| Cranston Walter P. | " | Cranston Ida M. | 230 | | |
| Culver. Hannah | " | Culver Leander | 253 | | |
| Childs Ida Le. | " | Childs John P. | 498 | | |
| Copps Lizzie A. et al | " | Holmsloth & Cameron B. et al. | 508 | | |

| | | | | | |
|---|---|---|---|---|---|
| 93 | Gary John. et al | Advs | Lee Jacob & | 212 |
| 118 | Granston Ida M | " | Granston Walter F. | 250 |
| 126 | Gulan Leander | " | Gulver Hannah | 258 |
| 154 | Childs John P. | " | Childs Ida L. | 493 |
| 230 | | | | |
| 253 | | | | |
| 493 | | | | |
| 508 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Degood N.D. & J.C. | 115 | Wire Elizabeth | 34 | Davis Georg | |
| Donnels Jay | " | Donnels Anna | 548 | Douglas Edwa | |
| | | | | Dilsaver Ed | |
| | | | | Donahue Jea | |
| | | | | Donnels | |

| | | | | | |
|---|---|---|---|---|---|
| 34 | Davis George | adso | Moffett William | 100 | |
| | Douglas Electa J et al | " | Mottinger Barbara | 113 | |
| 548 | Dilsaver Edmund | " | Mozeis John B | 120 | |
| | Donahue Jea et al | " | Goff Wm | 897 | |
| | Donnels Anna | " | Donnels Jay | 548 | |

D
E
F
G
H
IJ
K
L
M
Mc
N
O
P
Q
R
S
T
U
V
W
Y
Z

E
F
G
H
IJ
K
L
M
Mc
N
O
P
Q
R
S
T
U
V
W
Y
Z

| | | | | | |
|---|---|---|---|---|---|
| Fullington W. le. | 08 | Roots W. J. et al | 57 | Ford & Clara | |
| Ford William E. | " | Ford. Clara M. | 448 | G | |
| Fahey Banking Co | " | Michael Blue. et al. | 567. | | |

| | | | | | |
|---|---|---|---|---|---|
| 59<br>448<br>567. | Ford Clara M. | | adv | Ford William E | 443 |

| | | | | |
|---|---|---|---|---|
| Gordon. Mattie | vs | Morse. Mary et ae | 183 | |
| Gissler Millie | " | Gissler Claud E | 284 | |
| Gordon Henry H. | " | Gordon Myrtle | 240 | |
| Gosnell John A. | " | Mc Adeo. et al. | 347 | |
| Goff William | " | Donahue Lia Et ae | 397 | |
| Gamble Alice A. | " | Gamble Samuel E. | 438 | |
| Griffin Ella | " | John Griffin | 580. | |
| Gibson Sarah E. | " | William H. Gibson | 582. | |

| | | | | |
|---|---|---|---|---|
| 185 | Graham Nathan M et al | adms | Owens Sarah E. | 142 |
| 284 | Greenlee Leland E | " | Geiselbr Miller | 284 |
| 240 | Gordon Myrtle | " | Gordon Henry H. | 240 |
| 347 | Garrard & Son et al | " | The Union Banking Co | 300 |
| 387 | Gamble Samuel E. | " | Gamble Alice A. | 438 |
| 438 | Griffin John | " | Griffin Ella | 580. |
| 580. | Gibson William H. | " | Gibson Sarah E. | 582. |
| 582. | | | | |

| | | | | |
|---|---|---|---|---|
| Huff Elizabeth | 23 | Parmer Johnston | 11 | Harris Le |
| Harris Burton | " | Harris Lenora | 26 | Hawley A |
| Hill Albert | " | Hill Lydia A. | 288 | Hickman |
| Henson Arthur H | " | Henson Ella | 244 | Hill Lydia |
| Hornbeck Lola | " | Hornbeck Charles | 449 | Henson El |
| Heinrich Anna L | " | Heinrich John G | 451 | Hornbeck |
| Haines Pearl H. | " | Haines Lena | 550. | Heinrich |
| | | | | Hobert To |
| | | | | Hughes |
| | | | | Haines |

| | | | | |
|---|---|---|---|---|
| 11 | Harris Lenora | adv | Harris Burton | 26 |
| 26 | Hawley A. W. | " | Milwaukee Harmonica Company | 47 |
| 288 | Hickman John et al | " | Kattes Leonard | 108 |
| 244 | Hill Lydia A. | " | Hill Albert | 238 |
| 449 | Henson Ella | " | Henson Arthur H. | 244 |
| 451 | Hornbeck Charles | " | Hornbeck Charles | 449 |
| 550. | Heinrich John G. | " | Heinrich Anna D. | 451 |
| | Holmstolt Clarence P. et al | " | Copp Lizzie A. et al | 538 |
| | Hughes Isaac | " | Lind P. H. | 546 |
| | Haines Louis | " | Haines Pearl H. | 550. |

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

| | | | |
|---|---|---|---|
| Jolliff Lottie | Vs | Jolliff Martin S | 29 |
| In the Matter of the Application of the Trustees of | | the Marysville M. E. Church | 86 |
| In the Matter of the Application of the Trustees of | | the 1st Presbyterian Church of Marysville O | 151 |
| Johnson John P. | vs | Johnson Hiram Executor | 342 |
| Johnson Emily A. | " | Johnson Grant | 447 |
| Jolliff William | " | Book Minnie R | 495 |
| Johnson L. G. | " | Webb A. L. et al. | 543 |

Jolliff
Jennings
Johnson
Johnson
Johnson

| | | | | | |
|---|---|---|---|---|---|
| | 29 | Jolliff Martin S | ados | Jolliff Sallie | 29 |
| | 86 | Jennings John N | " | Moffitt William | 261 |
| w O | 151 | Johnson Alf | " | Bum & C. | 298 |
| | | Johnson Hiram Executor | " | Johnson John C | 342 |
| | 342 | Johnson Grant | " | Johnson Emily A. | 447 |
| | 447 | | | | |
| | 495 | | | | |
| | 643 | | | | |

| | | | | |
|---|---|---|---|---|
| Kattus Leonard | 118 | Hickman John et al | 108 | |
| Kerr Anna E | " | Kerr E. Harry | 220 | |
| Kincade Ellen Douglas | " | Longbrake Lewis L. et al | 282 | |
| Koffroth Rebecca | " | Koffroth John R. | 320 | |
| Killen, Linney, Fr | " | Killen Howard | 434 | |

| | | | | |
|---|---|---|---|---|
| 108 | Kintner J C. | Odos | The Mansfield Buggy Co | 32 |
| 220 | Kaltes L. | " | Weeks Scale Works | 87 |
| 282 | Kerr E Mary | " | Kerr Anna E. | 220 |
| 320 | Kaffroth John H | " | Kaffroth Rebecca | 320 |
| 436 | Keller Howard | " | Keller Lucy H | 436 |
| | Kennedy James Wallace Et al | " | Robinson Aaron B. Executor | 479. |

| | | | | |
|---|---|---|---|---|
| Moon Clara E | V8 | Moon Spencer | 54 | Moon Spen |
| Lee Jacob C | " | Leary John et ux | 212 | Longbrake Lew |
| Levan D.S. | " | Levan David M. | 354 | Lockwood Ho |
| Leeper Etta | " | Leeper Harry W | 486 | Longbrake Lew |
| Lind P. H. | " | Hughes Isaac | 546 | Levan David M. |
| Lucas Joshua | " | Lucas Bell | 556. | Leeper Harry W |
| | | | | Lucas Bell |

| | | | | |
|---|---|---|---|---|
| 54 | Moon Spencer | ditto | Moon Clara E. | |
| 212 | Longbrake Levi L. et al | " | Vandran Philip | 168 |
| 354 | Lockwood Harry E. et al | " | Shirk Charles W. et al | 200 |
| 486 | Longbrake Levi L. et al. | " | Kincaid Ellen Douglas | 282 |
| 546 | Loar David M. | " | Loar D. S. | 354 |
| 556. | Leeper Harry W. | " | Leeper Etta | 486 |
| | Lucas Bell | " | Lucas Joshua | 556 |

| | | | | |
|---|---|---|---|---|
| Montgomery Della | Vs | Montgomery Noel B | 24 | Montgomery |
| Milwaukee Harvester Company | " | Hawley A.W. | 47 | Moon Hen |
| Merchant W.W. | " | Buffington M Luther et al | 75 | Morse Mary. |
| Moffitt William | " | Davis George | 100 | Myers Fritz |
| Morris John B. | " | Dilsaver Edmund | 120 | Marks Alpho |
| Moon Clara E | " | Moon Hensen | 57 | Morgan E.M. |
| Myers Caroline | " | Myers Fritz | 259 | Mitchell A.E |
| Moffitt William | " | Jennings John H | 261 | Mulford David |
| Martin Joseph P | " | Rousch Emanuel et al | 311 | Mattice Char |
| Mattice Maggie | " | Mattice Charles | 445 | Moore Jame |
| Moore Henry | " | Moore James | 503 | Miller James |
| Miller Ella | " | Miller James W. H. | 578. | |

| | | | | |
|---|---|---|---|---|
| 24 | Montgomery Noel B. | ados | Montgomery Della | 24 |
| 47 | Moon Spinair | " | Moon Gloria E | 57 |
| 75 | Morse Mary. et al | " | Gordon. Mertie | 183 |
| 100 | Myers Fritz | " | Myers Caroline | 259 |
| 120 | Marks Alphonzo | " | Peacock Elizabeth | 275 |
| 57 | Morgan E.M. | " | Wann Albert Administrator | 295 |
| 259 | Mitchell A.E. | " | the McCormick Harvester Company | 305 |
| 261 | Mulford David et al | " | Trustees of the Ohio Wesleyan University | 389 |
| 311 | Mattix Charles | " | Mattix Maggie | 445 |
| 445 | Moore James | " | Moore Henry. | 508. |
| 503 | Miller James W. H. | " | Miller Ella | 578. |
| 578. | | | | |

M
Mc
N
O
P
Q
R
S
T
U
V
W
Y
Z

| | | | | | |
|---|---|---|---|---|---|
| Mc Mahon Walter S. | 68 | Mc Mahon Florence G | 340 | Mc Mah | |
| Mc Carey Robt as Executor | " | Page Ollie et al | 864 | Mc Adoo | |

| | | | | | |
|---|---|---|---|---|---|
| 340 | Mc Mahon Terence C. | adon | Mc Mahon Walter S | 340 |
| 864 | Mc Adoo Hugh et al. | " | Gerrell John A. | 347 |

| | | | | |
|---|---|---|---|---|
| Noyes D. C. | vs | Piper. E. S. | 488 | Nichols |
| Nichols Anna | " | Nichols Hilliard | 565 | |

| | | | | | |
|---|---|---|---|---|---|
| 488<br>565 | Nichols William | | adm | Nichols Anna. | 565 |

| | | | | |
|---|---|---|---|---|
| Olbers Sarah E | 98 | Graham Nathan M. et al. | 142 | O'Neal G |
| Shaver Edward et al | " | Burnham Albert- admr | 177 | |
| O'Neal Mary | " | O'Neal George W | 236 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 142<br>177<br>286 | O'Neal George W. | | adms | O'Neal. Mary | 286 |

O
P
Q
R
S
T
U
V
W
Y
Z

| | | | |
|---|---|---|---|
| Pfarr. Dorotha | 98 | Board of County Commissions et al | 214 |
| Privett Gertie | " | Privett Mores | 249 |
| Peacock Elizabeth | " | Marko Alphonzo et al | 275 |
| Patrick Alma | " | Eugene. J. Patrick | 276. |
| | " | | |

| | | | | |
|---|---|---|---|---|
| tal | 214 | Pfeiffer Michael et al | Ados | Scharf Clara 1 |
| | 249 | Parmer John et al | " | Hupp Elizabeth et al 11 |
| | 275 | Penny T.C. | " | The Joseph R. Dibbles Sons Co 228 |
| | 576. | Prevell Moses | " | Privett Gertie 249 |
| | | Payton B. F. et al | " | Richardson Joshua Guardian &c 308 |
| | | Page Ollie et al | " | McCrory Robt as Executor 364 |
| | | Piper E.G. | " | Noyes D.C. 488 |
| | | Patrick Eugene G. | " | Mina Patrick. 576 |

P
Q
R
S
T
U
V
W
Y
Z

Q
R
S
T
U
V
W
Y
Z

| | | | | |
|---|---|---|---|---|
| Rogers. E. J. | Ns | Wood John H. et al. | 61 | |
| Richardson Joshua Guardian &c | " | Payton B. F. et al | 308 | |
| Rousch Philip | " | Sturhoff John | 345 | |
| Robinson Aaron B. Executor | " | Kennedy James Wallace et al | 479 | |
| Robinson J. H. | " | Wood J. H. et als. | 515 | |

| | | | | |
|---|---|---|---|---|
| 61 | Roots W.J. et ux | adws | Tullington W.C. | 59 |
| 308 | Rousch Emanuel et al | " | Martin Joseph P. | 311 |
| 345 | Ruhlen S.H. et al | " | The Farmers Bank | 460 |
| 479 | Rogers Joseph C et ux | " | Rocker George | 465 |
| 515 | | | | |

R
S
T
U
V
W
Y
Z

| | | | |
|---|---|---|---|
| Schaef Clara | VS | Pfeiffer Michael et al | 1 |
| Shirk Charles W. dal. | " | Lockwood Harry E. et al | 200 |
| Stout Charles L. | " | Stout Lillie | 256 |
| Salisbury E. | " | The State of Ohio et ux | 384 |
| Spencer Katy | " | Savil A Spencer | 352 |

| | |
|---|---|
| Schultz C | |
| Stout Lu | |
| Snodgrass M | |
| Stock Da | |
| Sturhoff | |
| Salt Cle | |
| Spencer | |

| | | | | |
|---|---|---|---|---|
| 1 | Schultz Jacob et al. | adms | Tobin John | 169 |
| 200 | Stout Silas | " | Stout Charles Jr | 256 |
| 256 | Snodgrass Mary A. et al | " | Boylan Aaron, assignee of W.M. Snodgrass | 271 |
| 384 | Strock Daniel W. et al | " | The Union Banking Company et al. | 329 |
| 552 | Sturhoff John | " | Ransch Philip | 345 |
| | Scott Alfred et al. | " | The Union Central Life Insurance Co | 371 |
| | Spencer Levi A. | " | Spencer Katy | 552 |

S T U V W Y Z

| | | | | |
|---|---|---|---|---|
| The Mansfild Buggy Co | VS | Kintner J C | 32 | Thompson. |
| Tobin John | " | Shultz Jacob et al. | 169. | Temple Wi |
| The Joseph R. Peebles Sons Co. | " | Penny F O | 228 | The State of |
| The Union Banking Co | " | Garrard & Son et al | 300 | |
| The Mc Cormick Harvesting Company | " | Mitchell A E. | 305 | |
| The Union Banking Company | " | Temple Wilbert et al. | 322 | |
| The Union Banking Company | " | Block David W. et al | 329 | |
| The Union Central Life Insurance Co | " | Scott Alfred et al | 371 | |
| The Marion Manufacturing Co | " | Francis Elmer Wood et al | 380 | |
| The Marion Manufacturing Co | " | Francis Elmer Wood et al | 382 | |
| The Trustees of the Ohio Wesleyan University | " | Mulford David Et al | 389 | |
| The Marion Manufacturing Co | " | Welford Calvin & Abraham | 458 | |
| The Farmers Bank | " | Ruhlen S. H. et ae | 460 | |

| | | | | |
|---|---|---|---|---|
| 32 | Thompson. Bertha et al. | advs | Wilson Secondi et al | 98 |
| 169 | Temple Wilbert et al. | " | The Union Banking Co | 322 |
| 228 | The State of Ohio et al | " | Salsbery E. | 384 |
| 300 | | | | |
| 305 | | | | |
| 322 | | | | |
| 329 | | | | |
| 371 | | | | |
| 380 | | | | |
| 382 | | | | |
| 389 | | | | |
| 458 | | | | |
| 460 | | | | |

| | | | |
|---|---|---|---|
| Vandrau . Philip | V8 | Longbrake Lewis, et al | 163 |

| | | | |
|---|---|---|---|
| Vandraw Shelif | W | Longbroke Lucy Lo et al | 163 |

V
W
Y
Z

| | | | | |
|---|---|---|---|---|
| Webb Eliza | VS | Webb Thomas | 415 | |
| White Minnie | " | White Isaac N | 56 | |
| Weks Scale Works | " | Kalteux Le | 89 | |
| Wurtsbaugh Ella S | " | Wurtsbaugh David D. | 225 | |
| Warner Albert admistrater | " | Morgan E.M | 295 | |
| Williamss Ettie | " | Williams Henry E | 441 | |
| Watrous Delmer | " | Watrous Nellie | 457 | |
| White Eva B. | " | White D Charles. | 563. | |

| | | | | |
|---|---|---|---|---|
| 115 | Wire Elizabeth | adv. | Degood N.D. & J.E | 37 |
| 56 | Webb Thomas | " | Webb. Eliza | 115 |
| 89 | White Isaac N. | " | White Minnie | 56 |
| 225 | Wood John H. et al. | " | Rogers E.J. | 61 |
| 295 | Wurtsbaugh David D. et al | " | Cameron Malame M. | 126 |
| 441 | Wurtsbaugh David D. et al | " | Connell R.W. | 156 |
| 457 | Wurtsbaugh. David | " | Burgner William & Son | 160 |
| 563. | Wurtsbaugh David D. | " | Wurtsbaugh Ella S | 225 |
| | Wood Francis Elmer et al | " | The Marion Manufacturing Co | 880 |
| | Wood Francis Elmer " " | " | The Marion Manufacturing Co | 882 |
| | Williams Henry E. | " | Williams Ettie | 441 |
| | Watrous Nellie | " | Watrous Delmer. | 457 |
| | Wood S.A. et al Trustees | " | Boylan John G. | 456 |
| | Wolford Calvin & Abraham | " | The Marion Manufacturing Co | 458 |
| | Wood J.H. et al. | " | Robinson J.H. | 515 |
| | Webb S.L. et al | " | Johnson L.G. | 543. |
| | White D Charles | " | White Eva G. | 663. |

Y
Z

Z

No 7471
Petition

Pleas Continued and held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doe, Judge of Said Court, of the Term of April Be-Nit on the 5th day of April in the year of Our Lord One Thousand, Eight Hundred and Ninety Eight.

Be it Remembered that heretofore Be-Nit, on the 3rd day of December, A.D. 1898: Clara Scharf filed in the Clerk's Office of the Said Court of Common Pleas, the following Petition against Micheal Pfeiffer et al. Be-Nit

No 7471
Petition

Clara Scharf .... Plaintiff
VS
Micheal Pfeiffer, Anna Pfeiffer
John Scharf, Louisa Scharf Bingham,
Catharine Scharf Huffman Margaret
Scharf Buff, Mary Scharf Gilmore
Anna Rebeck Scharf, Widow of George
Scharf deceased, and Frances Scharf
Stella Scharf, Sylvester Scharf, Carl,
Scharf and Leo Scharf Minor heirs
of Said George Scharf, Dec'd all Under
Fourteen years of age. Defendants.

In Court of Common Pleas
Union County Ohio

Petition in Partition

Plaintiff has a legal right to and is seized in fee simple by purchase of the Undivided Ninth part of the following described real Estate.

Situate in the State of Ohio, County of Union, and Township of Claibourne, and described by Metes and Bounds as follows.

Being in Survey 12654, and in Lot No 600 of Said Survey according to a Subdivision Made by Andrew S. Mowry, Surveyor of Said County of Union, and of record in the office of the Recorder of Said County. = Beginning at the Southwest Corner of a tract of Seventeen Acres deeded by Jacob R. Lowe and Wife to Magdaline Scharf. Thence S. 9¼ E. With the Center of the Richwood and Essex Gravel Road 23 80/100 poles; Thence N. 83 ¾ E. passing a Stone and glass at 1.60 poles, 171 11/100 poles to a Stake and Stone in the North line of Said Lot No. 600: Thence S. 88 ¾ W. 68. poles to the North-East Corner of Said Seventeen acre tract; Thence South with the East line of Said Seventeen acre tract about 23.27 poles to a Stake and Stone to the South-East Corner of Said tract; Thence S 88 ¾ W. With the South line of Said Seventeen acre tract 112.96 poles to the place of beginning, Containing Thirty-Seven Acres.

The defendants Michael Pfeiffer, Anna Pfeiffer, John Scharf, Louisa Scharf Bingham Catharine Scharf Huffman, Margaret Scharff Buff, Mary Scharf Gilmore, Anna Rebeck Scharf, Francis Scharf, Stella Scharf, Sylvester Scharf, Carl Scharf and Leo Scharf, are tenants in common with plaintiff in Said premises in the following proportions.

Michael Pfeiffer, Anna Pfeiffer, John Scharf, and Louisa Scharf Bingham, who all reside in Union County, Ohio, are each Seized of and entitled to the Undivided one-Ninth part of Said premises

Catharine Scharf Huffman, Margaret Scharf Buff, and Mary Scharf Gilmore, who all reside in Franklin County, Ohio, are Each Seized of and entitled to the Undivided, One-Ninth part of Said premises,

The defendant, Anna Rebeck Scharf, as the Widow of George Scharf "deceased" is Seized of and entitled to dower in the Undivided, One-Ninth part of Said premises, and reside in Hardin County, Ohio,

The defendants Frances Scharf Stella Scharf, Sylvester Scharf, Carl Scharf and Leo Scharf, all reside in Hardin County, Ohio, and are the only heirs of Said

George Scharf "deceased" and are all under fourteen years of age. and are each entitled to the one-forty fifth part of said premises

Plaintiff desires to have her interest in said premises set off to her in Severalty. and prays that partition thereof may be made. or. if that cannot be done without Manifest injury. that Such proceedings may be had as are authorized by law.

J. F. Millar

State of Ohio
County of Union } ss

Clara Scharf. being first duly Sworn. says that She is plaintiff in the above entitled action. and that the facts Stated and allegations made in the foregoing Petition are. as She verily believes true

Clara Scharf.

Subscribed in my presence. and Sworn to before me this 3rd day of December. A.D. 1897.

Seal

Henry N. Spicer. Notary Public.

No 7471
Sheriffs Return on Summons

No 7471
Summons

December 3rd 1897. The following Precipe for Summons. was filed in the Clerks. Office to-wit

No 7471
Precipe for Summons.

Clara Scharf..... Plaintiff
vs
Michael Pfeiffer et al. Defendants

In Court of Common Pleas Union County. Ohio.

Precipe

To the Clerk of Said Court.

Issue Summons in the above action directed to the Sheriff of Union County. Ohio. for the defendants Michael Pfeiffer. Anna Pfeiffer. John Scharf and Louisa Scharf Bingham. and to the Sheriff of Franklin County. Ohio. for the defendants Catharine Scharf. Huffman. Mary Scharf Gilmore and Margaret Scharff Buff:= and to the Sheriff of Hardin County Ohio for the defendants. Anna Rubick Scharf. Frances Scharf. Stella Scharf Sylvester Scharf. Carl Scharf and Leo Scharf. the last named five of whom are Minors Under fourteen years of age. and have no legally appointed guardian. and resides with their Mother. The said Anna Rubick Scharf. who is a Widow and lives near Mc Guffey. Hardin County. Ohio:- and make said Summons returnable according to law.

J. F. Millar Attorney for Plaintiff

No 7471
Sheriffs Return on Summons

December 4th 1897. Summons issued to Sheriff of Union County. Ohio. to-wit:

No 7471
Summons.

The State of Ohio
Union County } ss

Summons

To the Sheriff of Union County.

You are hereby Commanded to Notify Michael Pfeiffer Anna. Pfeiffer John Scharf. and Louisa Scharf Bingham. that they have been Sued by Clara Scharf in the Court of Common Pleas of Union County. and must answer by the 1st day of January A.D. 1898. or the petition will be taken as true. and Judgment rendered accordingly:

You will Make due return of this Summons on the 15th day of December A.D. 1897.

Witness My hand and Seal of this 4th day of December A.D. 1897. Seal J. N. Sorrell Clerk

No 7471
Summons.

December 9th 1897. The following return was made on Summons by Sheriff of Union County O. To-wit

No 7471
Sheriffs Return
on Summons

The State of Ohio, Union County } ss

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees | | |
| Service & Return | | 75 |
| Mileage | 3 | 84 |
| Copies | | 60 |
| Total | $ 5 | 39 |

Received this writ December 4th 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 indorsments thereon to Anna Pfeiffer John Scharf and Louisa Scharf Bingham Personally. to Michael Pfeiffer by leaving Copy at his usual place of Residence on December 9th 1897.

J. Ed Robinson Sheriff.

---

December 4th 1898. Summons issued to the Sheriff. of Franklin Co O-wit.

No 7471
Summons

The State of Ohio, Union County } ss

Summons
To the Sheriff of Franklin County

You are hereby commanded to Notify Catharine Scharf Huffman. Mary Scharf Gilmore. and Margaret Scharf Buff. that they have been Sued by Clara Scharf in the Court of Common Pleas of Union County. Ohio and must answer by the 1st day of January A.D. 1898. or the Petition of the Said plaintiff will be Taken as true, and Judgment rendered accordingly.

You will Make due return of this Summons on the 13th day of December A.D. 1897

Witness my hand. and the Seal of Said Court this 4th day of December A.D. 1897,

J. N. Gosnell Clerk

---

December 14th 1897. The following returne was Made by Sheriff of Franklin County O. To wit

No 7471
Sheriffs Return
on Summons

The State of Ohio, Franklin County } ss

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees | | |
| Service & Return | | 70 |
| Mileage | 3 | 20 |
| Copy | | 60 |
| Docket & Postage | | 20 |
| Total | $ | 1.70 |

Received this writ Dec 4th A.D. 1897 at 4. O'Clock P.M. and pursuant to the its Command on Dec 6th A.D. 1897 I. Served the Same by personally handing a true and duly Certified Copy of this Writ with all the Endorsements thereon to each of the following of the within named Defendants. Catharine Scharf Huffman Mary Scharf Gilmore and Margaret Scharf Buff

Wheeler Young Sheriff
By Wm G. Hesselbeyer Deputy

---

December 4th 1897. The following Summons was issued to the Sheriff. of Hardin Co. Ohio.

No 7471
Summons.

Summons

The State of Ohio Union County ss

To the Sheriff of Hardin County: = you are hereby Commanded to Notify Anna Rabeck Scharf, Carl Scharf. Francis Scharf. Stella Scharf Sylvester Scharf & Leo Scharf. The last named five of whom are Minors under fourteen years of age that they have been Sued by Clara Scharf in the Court of Common Pleas of Union County. and Must answer by the 1st day of January A.D. 1898 or the petition of the said plaintiff will be taken as true. and Judgment rendered accordingly

You will Make due return of this Summons on the 13th day of December A.D. 1897.

Witness my hand and the Seal of Said Court this 4th day of December A.D. 1897.

Seal

J. N. Gosnell Clerk

December 14th 1897. The following return on Summons was made by the Sheriff of Hardin Co this to-wit

The State of Ohio
Hardin County ss

## Sheriff's Return

| | | |
|---|---|---|
| Sheriffs Fees | | |
| Service & Return | 1 | 45 |
| Mileage | 2 | 50 |
| Copy | 1 | 75 |
| Total | $ 5 | 70 |

Received this writ December 5th A.D. 1897 at 9 O' Clock A.M. and Served Same by leaving at the residence of the within named persons (they being absent from home) Dec 8th 1897 Anna Rubeck Scharf, Earl Scharf, Francis Schark, Stella Scharf, Sylvester Scharf and Leo Scharf, and also by leaving at the Residence of Anna Rubeck Scharf a copy of Same as defendant, and Mother of the Minor Children with whome they reside. Their Father or Guardian could not be found

L. A. Ansley Sheriff
By F.M. Munson Deputy

---

January 6th 1898. The following Entry was filed in the Clerks office To-wit.

No 7471
Entry

Clara Scharf
Plaintiff
vs
Michael Pfeiffer et.al.
Defendants

In Court of Common Pleas
Union County Ohio.

Entry

This Cause Coming up on Motion of the plaintiff, and it appearing to the Court that the infant defendants, Francis Scharf, Stella Scharf, Sylvester Scharf, Earl Scharf, and Leo Scharf, have all been duly Served with Summons and are in default for answer and demurer to the Petition herein. James W. Robinson was appointed by the Court as their guardian ad-litem herein, with leave to answer for them instanter, and the Court further find that all of the other defendants herein have had due legal Notice of the pendancy and demand of the said Petition, and that they are each and all in default for answer thereto.

Thereupon, on further hearing and Consideration of this Cause on the Petition and the answer of said Minor defendants, the same having been duly filed, and upon the evidence, the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the real Estate described in the Petition: That the plaintiff, and the defendants Michael Pfeiffer Anna Pfeiffer, John Scharf, Louisa Scharf Bingham, Catharine Scharf Huffman, Mary Scharf Gilmore, and Margaret Scharf Buff, are each Seized of and entitled to the Undivided One-Ninth part of said premises: That the defendant Anna Rubeck Scharf is entitled to Dower in the Undivided one-Ninth part thereof; and that the Minor defendants, Francis Scharf, Stella Scharf Sylvester Scharf, Earl Scharf, and Leo Scharf, are each Seized of and entitled to one-fifth of one-Ninth of said premises, Subject to the Dower Estate therein of their Mother, the said defendant Anna Rubeck Scharf; and that the plaintiff is entitled to have partition of said Estate made as prayed for in her Petition

It is therefore ordered, adjudged and decreed that partition of said Estate be made in favor of all parties in interest; and George Smith John M Crawford and B. L. Palmer three Judicious and disinterested freeholders of the Vicinity

No 7471
Answer of
Guardian ad litem

No 7471
Writ of
Partition

are hereby appointed as Commissioners to make said partition.

And it is ordered that a Writ of partition issue to the Sheriff of Union County, Commanding him that by the Oaths of the Commissioners above named he cause to be set off and divided, to each of the above named parties, the part and 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 forthwith.

January 6th 1898. The following Answer of J.W. Robinson Guardian ad. litem was filed to-wit

Clara Schaf. Plaintiff
Vs.
Michael Pfeiffer et al Defendants

In the Court of Common Pleas
Union County Ohio.

No 7471
Answer of Guardian ad. litem

Answer

Now comes the infant defendants, Francis Schaf, Stella Schaf, Sylvester Schaf, Carl Schaf and Leo Schaf, by their duly appointed Guardian ad litem, James W. Robinson, and deny each and every allegation in the petition herein contained, except that as to their interest in said Real Estate.

J W. Robinson Guardian ad litem for said Infant Defendants.

January 6th 1898 The following Precipe was filed with the Clerk of Courts for Writ of Partition to-wit.

Clara Schaf ..... Plaintiff
Vs.
Michael Pfeiffer et al. Defendants

Court of Common Pleas. Union County Ohio
Marysville January 6th 1898

To the Clerk of Said Court.

Issue Writ of Partition in the above case to the Sheriff of Union County County Ohio. returnable forthwith

J.F. Miller Attorney for Plaintiff.

Jann 7th 1898. The following Writ of Partition was issued to the Sheriff to-wit.

No 7471
Writ of Partition

The State of Ohio
Union County

To the Sheriff of Said County.

Writ of Partition

Pursuant to an order of our Said Court of Common Pleas within and for the Said County, at the January Term A.D. 1898, in a civil action therein pending (for Partition) Wherein Clara Schaf the Plaintiff and Michael Pfeiffer and others the Defendants: You are hereby Commanded that by the Oaths of George Smith John W. Crawford, and B.L. Palmage, three judicious and disinterested freeholders of the Vicinity who are not of kin to either of Said parties, and who were appointed by the Court as Commissioners for Such purpose, you cause partition to be made of the following described real Estate; Situate in the County of Union, and in the State of Ohio, and Township of Claibourne, and described by Metes and bounds as follows.

Being in Survey 12654, and in Lot No 2. of Said Survey according to a Sub-division made by Andrew S. Morey Surveyor, of Said County of Union County,

and of Record in the office of the Recorder of Said County:= Beginning at the South-
West Corner of a tract of Seventeen acres deeded by Jacob K Lowe and wife to Magd-
alena Schaef: Thence S. 7° E. with the Center of the Richwood and Essex gravel Road
23 89/100 poles: Thence N. 83 3/4° passing a Stone and glass at 1.60 poles. 179 7/10 poles to a
Stake and Stone: Thence N. 6 1/4° W. 49.75 poles to a Stake and Stone in the North line
of Said Lot No 2: Thence S. 88 3/4° W. 68 poles to the North east Corner of Said Seventeen
acre tract: Thence South with the east line of Said Seventeen acre tract about
28.77 poles to a Stake and Stone to the South-East Corner of Said Tract: Thence
S. 88 3/4° W. with the South line of Said Seventeen acre tract 112.96 poles to the place
of beginning. Containing Thirty Seven acres, among the persons named herein,
and in the following proportions. To-wit.

To Michael Pfeiffer. Anna Pfeiffer. John Schaef. Louisa Schaef Bingham.
Catharine Schaef Huffman. Mary Schaef Gilmore and Margaret Schaef Buffo
are each entitled to the undivided one-Ninth (1/9) ——————— Part

To Anna Robeck Schaef is entitled to Dower in the undivided one-Ninth (1/9) Part

To the Miner defendants, Francis Schaef, Stella Schaef. Sylvester Schaef
Carl Schaef, and Leo Schaef are entitled to one fifth (1/5) of one-ninth of Said
premises Subject to the dower estate thereof their Mother Anna Rubeck Schaef.

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 7th day of January A.D. 1898.

Seal

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

No 7471, Entry

January 10th 1898. The following return was made by the Sheriff on Writ of Partition To-wit.

No 7471
Return of Sheriff on Writ of Partition

| Sheriffs Fees | | |
|---|---|---|
| Service | | 25 |
| Mileage | 2 | 75 |
| Executing Writ | 1 | 00 |
| Swearing Commrs | | 25 |
| Report of Commrs | | 25 |
| Return | | 25 |
| Total Sheriff | $4 | 74 |
| | | |
| Commrs Fees | | |
| B Le Palmage | 1 | 00 |
| George Smith | 1 | 00 |
| J W Crawford | 1 | 00 |
| Total Commrs | $3 | 00 |

Sheriffs Return

As Commanded by the foregoing Writ of Partition, I have Executed the Same by the oaths of B. Le Palmage George Smith and John W. Crawford. Commrs said partition to be Made, as will appear by the report of the Commissioners herewith Returned

Given Under my hand this 8th day of January A.D. 1898.

J. Ed Robinson Sheriff.

No 7471
Return of Anna R. Schaef

Commissioners Report

According to the Command of the Writ of Partition in this Case issued, and on the Call of the Sheriff of Said County, We the Undersigned Commissioners after being first duly Sworn and upon actual View of the premises, We are of opinion that Said real estate cannot be divided according

to the demand of the writ without manifest injury to the value thereof, and we do estimate the value of the same at Eighteen Hundred Dollars

Given under our hands this 8th day of January A.D. 1898

B. L. Palmagi
Geo. Smith
John W Crawford
Commissioners

February 8th. 1898. The following Entry was filed in the Clerks Office Do-wit:

No 7471, Entry

Clara Scharf ..... Plaintiff
vs
Michael Pfeiffer et al. Defendants

In the Court of Common Pleas
Union County Ohio

Entry

This cause came on for hearing this Eighth day of February 1898. Upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the Motion to confirm the same.

And it appearing that said estate cannot be divided by Metes and bounds, without Manifest injury to the value thereof, and that the said Commissioners, have Made and returned their appraisement of the same, Do-wit: in the Sum of $1800.00, the Court find the said return and proceedings in all respects Correct, and in Conformity to law, and do therefore approve and confirm the same,

And thereupon Neither of said parties elected 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 upon good Cause Shown the Court direct and require that said Sale be Made for Cash. And the said Sheriff is directed to return his proceedings herein to this Court without further delay.

John F. Miller Attorney for Plaintiff
Jamo E. Robinson Attorney for Michael Pfeiffer and Anna Pfeiffer.

March 12th 1898. The following answer of Anna R. Scharf filed in the office of the Clerk of Court Do-wit

No 7471 Answer of Anna R. Scharf

Clara Scharf ..... Plaintiff
vs
Michael Pfeiffer et al. Defendants

In the Court of Common Pleas. Union County, Ohio.
Answer of Anna Rubuck Scharf.

Now Comes Anna Rubuck Scharf, one of the defendants in the above entitled action, and for answer to the petition therein filed says: That She is the Widow of one George Scharf, "deceased" and as Such is entitled to dower in the Undivided one-Ninth part of the premises described in Said Petition, and that her age will be Thirty-two years on the 24th day of March, 1898; that She freely consents to the Sale of Said premises as prayed for in Said Petition, and Waives the assignment to her dower in Said premises by metes and bounds or in rent and profits, and asks the Court that Said premises may be Sold free from her dower Estate therein, and that the Value of Such dower Estate may be allowed and paid to her in Money out of the proceeds of Sale, as the Court may deem reasonable.

Anna Rubuck Scharf.

State of Ohio Union County ss

Anna Rubuck Scharf being first duly Sworn, says that

She is the Widow of one George Scharf "deceased," and is the above answering defendant, and that the several Matters and Things set forth in her foregoing answer as She Verily believes true.

Anna Rubeck Scharf.

Sworn to before me and Subscribed in my presence this 5th day of March 1898.
H V. Spicer
Notary Public.

---

February 12th 1898. The following Precipe for order of Sale in Partition was filed To-wit:

No 7471
Precipe for
Order of Sale

Clara Scharf ..... Plaintiff
vs
Michael Pfeiffer et al. Defendants

Court of Common Pleas. Union County Ohio
Marysville February 12th. 1898.

To the Clerk of Said Court.

Issue Order of Sale in the above case to the Sheriff of Union County returnable according to law

J R Miller Attorney for Plaintiff

---

February 12th 1898: The following Order of Sale was issued to the Sheriff of Union County O. To wit.

No 7471
Order of Sale

The State of Ohio. }
Union County ss }

Order of Sale in Partition
To the Sheriff of Said County Greeting

In pursuance of the order of our Court of Common Pleas. within and for the County of Union at the January Term A.D. 1898. in a certain Petition for Partition, now pending in Said Court. Wherein Clara Scharf Petitioner and Michael Pfeiffer and others, Respondents. We Command you that Without delay you proceed to Sell at public auction the lands and tenements in Said Partition described. To-wit:= Situate in the State of Ohio. County of Union and Township of Claibourne, and described by metes and bounds as follows:= Being in Survey No 12564. and in lot No 2 of Said Survey. according to the Sub-division made by Andrew Mowery Surveyor. of Said County of Union. and of record in the Office of the Recorder of Said County:= Beginning at the Southward Corner of a tract of Seventeen acres deeded by Jacob K Loose and Wife to Maydalena Scharf; Thence S. 9° E with the center of the Richwood and Essex Gravel Road 23 70/100. poles; Thence N. 83 3/4° E. passing a Stone and glass at 1.40 poles. 179 71/100 poles to a Stake and Stone; Thence N. 6 1/4° W. 47.75 poles to a Stake and Stone in the North line of Said Lot No 2: Thence S. 83 3/4° W. 68 poles to the North-East Corner of Said Seventeen acre tract; Thence S. with the east line of Said Seventeen acre tract about 23.97 poles to a Stake and Stone to the Southeast Corner of Said tract; Thence S. 83 1/2° with the South line of Said Seventeen acre tract 112.96 poles to the place of beginning Containing Thirty Seven acres;= Appraised at $1800.00

And that your proceedings in the premises you make known to our Said Court of Common Pleas within Sixty days from the date hereof. and have you then and there this Writ

Witness My hand and the Seal of Said Court at Marysville this 12th day of February A.D. 1898.

J Mcconnell Clerk
By Jno A Gosnell Deputy

---

7471
Sheriffs Return on order of Sale

No 7471
Notice of Sheriffs Sale on publication

March 19th 1898. The following Return on Order of Sale was made by the Sheriff. To-wit:

7471
Sheriffs Return on order of Sale

| Sheriffs Fees | | |
|---|---|---|
| Service | | 25 |
| Copy to Printer | | 25 |
| Poundage | 14 | 98 |
| Return | | 25 |
| Total | $15 | 73 |

Sheriffs. Return

As Commanded by this writ. I have Caused the lands and tenements herein described, to be duly advertised for thirty days next preceding the day of Sale in the Richwood Gazette a newspaper, printed and of general circulation in Union County, Ohio; and on the 19th day of March. A.D. 1898. at one. O'clock P.M. on said day. at the door of the Court House, in said County. I. offered for Sale at public auction, the lands and tenements described in this writ. and then and there came Magdalena Scharf who bid for the same the Sum of $1998.00/100 Dollars; Said Sum being More than two-third of the appraised value; and She being the highest and best bidder was declared the purchaser

J Ed Robinson Sheriff

April 4th 1898: The following Notice of Sheriffs. Sale was filed in the Clerks office To-wit:

No 7471
Notice of Sheriffs Sale on publication

Clara Scharf
vs
Michael Pfeiffer et al

Sheriffs Sale
J F Millar Attorney
On 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. March. 19th 1898. at or about the hour of one O'clock P M; on Said day. the following described real Estate. To-wit;= Situated in the Township of Claibourne. County of Union and State of Ohio. and described by Metes and bounds as follows;= Being in Survey 12654 and in lot No 2. of Said Survey. according to the Subdivision Made by Andrew S. Mowrey. Surveyor of Said County of Union. and of record in the office of the Recorder of Said County.

"Beginning at the Southwest Corner of a Tract of Seventeen acres deeded by Jacob K Lecrone and Wife to Magdalina Scharf; Thence S. 9° E. With the Center of the Richwood and Essex gravel road. 23.80-100 poles; Thence N. 88¾° E. passing a Stone and glass at 1.60 poles 17 71/100 poles to a Stake and Stone; Thence N. 6¼° W. 47.75 poles to a Stake and Stone in the North line of Said lot No 2; Thence S. 88¾° W 68. poles to the Northeast Corner of Said Seventeen acre Tract; Thence S With the East line of Said Seventeen acre tract about 23.97. poles to a Stake and Stone to the Southeast Corner of Said Tract; Thence S. 88¾° W. With the South line of Said Seventeen acre tract. 112.96 poles to the place of beginning Containing Thirty-Seven. acres "Terms of Sale. Cash,"

Appraised at $1800.00

J Ed Robinson Sheriff
of Union Couty Ohio

"Proof of Publication."

State of Ohio Union County ss.

I George W. Worden Publisher of the Richwood Gazette being duly Sworn Say that the Notice hereto attached was published in the Gazette on the 17th day of Feb - 1898. and Continued therein Five Consecutive Weeks during all of which time Said Newspaper was printed and of General Circulation in Said County.

G W. Worden

Sworn to and Subscribed before me this 4th day of April 1898

Printers fee $ 16.50

J L Jolliff Notary Public

April 5th 1898 The following Entry was filed in the Clerks office To-wit

No 7471
Entry

Clara Schaf ... Plaintiff
Vs
Michael Pfeffer et al
Defendants

In Court of Common Pleas
Union County Ohio

Entry

On Motion of the Plaintiff. and upon her 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. and the orders of Court. The Said proceedings and Sale are Hereby Approved and Confirmed. And the Said Sheriff is ordered by Deed duly executed to Convey Said premises to Said purchaser. Magdalena Schaf. in fee Simple upon her payment to him the full amount of her bid therefor.

And the Said Anna Rebeck Schaf having asked that in lieu of her dower ito Value be paid to her in Money. The Court find the just and reasonable Value of her dower instant to be Fifty-Seven Dollars and Eleven Cents ($57 11/12).

It is further ordered that out of the proceeds of Said Sale the Sheriff pay.

First; to the Treasurer of Union County. the Taxes that are now a Lien upon Said premises. To-wit: the Sum of $ 9 40/100

Secondly; To the Clerk of this Court the Costs of this action including a Counsel fee of $70 00/100 to J. F. Millar for his Services herein. Amounting to the Sum of $144 82/100.

Thirdly. And of the residue of the proceeds of Said Sale. to the Plaintiff. Clara Schaf. and to the defendants Michael Pfeiffer. Anna Pfeiffer. John Schaf. Lenisa Schaf. Bingham. Catharine Schaf Huffman. Margaret Schaf Buffy. and Mary Schaf. Gilmore, each the one-ninth part thereof. To-wit to each of Said parties the Sum of $204 92/100

Fourthly; to the defendant Anna Rebeck Schaf the amount of her dower Valuation as herein before found. To-wit: the Sum of $57 12/100

Fifthly; To the defendants Reamer Schaf. Stella Schaf. Sylvester Schaf. Earl Schaf and Leo Schaf. each one-fifth of the remaining $147 80/100. To-wit to each each of them the Sum of $29 57/100

Attest J. N. Gamble Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of Said Court. of the Term of April. to-wit: on the 4th day of April in the year of Our Lord One Thousand Eight Hundred and Ninety Seven:

Be it remembered that heretofore to wit on the 31st day of July A.D. 1896: Elizabeth Huff filed in the Clerks Office of the Said Court of Common Pleas the following Petition against John Parmer et al. To-wit.

Elizabeth Huff.....Plaintiff

vs.

John Parmer. Edward Parmer, Hattie Parmer his wife Sarah Smith and John Smith her husband Emily Webb, and John Webb her Husband Clinton Wright, Louis Webb and Sarah Webb, his wife. James Webb and Millie Webb his wife. Timmer Webb, Columbia Webb Carrie Higgins and Melvin J. Higgins her Husband. Dennis Webb. a Minor over 15 years of age. Washtella Higgins a Minor over 15 years of age William Higgins Guardian of Said Dennis Webb and Washtella Higgins Squire Montgomery and Curtis Montgomery his wife. Robin Montgomery, and Sarah Montgomery his Wife Henry Montgomery and Mary Jennie Montgomery his Wife. Frank Montgomery and Sadie Montgomery his Wife. John Montgomery and Fredore Montgomery his Wife. Elwood Montgomery and Ida Montgomery his Wife Anna Montgomery and May Montgomery his Wife Forest Durbin and Martin Durbin her Husband Noah Montgomery. Cora Height and John Height her Husband. Sarah E Throp and Adam D. Throp her Husband, and William J Moore;= Defendants

Petition

Elizabeth Huff the Said Plaintiff by Way of Petition for Partition respectfully represents to the Court. and Says. that on or about the 25th day of August. 1894. one Ida V. Moore of Union County Ohio. died intestate and without issue possessed of an estate in fee simple in the following lands and tenements Which came to her by George W. Parmer her former deceased husband. Said lands are Situate in the County of Union. and in the State of Ohio. and described as follows

"Being the Ida V. Moore farm of fifty two and one half (52½) acres more or less.
"Commencing at a Stake Supposed to be the center of the Survey: Thence west between Richard Timberlake and the land Sold by Acheson & Wells till it Strikes the Center of the Rail Road; Thence Northerly with the Rail Road. till it Strikes the line between A. Cross. and Said lands Sold by Acheson and Wells; Thence Southerly along Said line to the beginning Containing Fourteen and one half (14½) acres.

Also No 5646. beginning at a beech and Ash Northwest Corner of a lot Sold by James Henderson to Jonathan Harris. and in the line of Ambrose Cross land: Thence North 82 West with Said Cross line 109. poles to a Hickory and Ash

to the Corner of Said Lot 23.; Thence South 86 W With Timberlakes Land 80 for that a line Run parallel with the first line will include Forty Acres off of the North-East of the Lot bought by Jonathan Haines of George W. Freeman.; = Excepting So Much of the above described Lands as have been heretofore Conveyed to the N.Y.P.& O.R.R.R. Co.

Said premises descended to the following persons in Common to-wit: your petitioner a sister of Said George W. Parmer. The former deceased Husband of Said Ida V. Moore, deceased. an Undivided one Seventh (1/7) part of one half (1/2) of Said premises in fee. To John Parmer who resides in Said Union County. Edward Parmer. Emily Webb wife of John Webb. who resides in Knox County Ohio Sarah Smith wife of John Smith who resides in Franklin County Kansas who are brothers and Sisters respectively of Said George W. Parmer deceased. Each one Equal Undivided one Seventh (1/7) part of one half (1/2) of Said premises in fee: To Chester Wright who resides in Franklin County Ohio only heir at law of Mary Wright "deceased" as Sister of Said George W. Parmer "Deceased". one Undivided Equal one Seventh (1/7) part of one half (1/2) of Said premises in fee: To Lewis Webb who resides in Said County of Union. James Webb. Dennis Webb. Columbia Webb. Carrie Higins Wife of Melvin Higins. Jemima Webb who resides in Knox County Ohio. only heirs at law of Jennie Webb "deceased who was a Sister of Said George W. Parmer "deceased" Each one Equal Undivided one one Seventh part of one Seventh of one half of Said premises in fee: To Washtilla. Higins only heir at law of Christena Higins "deceased" who was a daughter of Said Jennie Webb "deceased", a Sister of Said George W. Parmer "deceased" one Equal Undivided one Seventh (1/7) part of one Seventh of one half of Said premises in fee.

No 7161
Precipe for Summons

That William Higins has been duly appointed as guardian of Said Dennis Webb and Said Washtilla Higins by the Probate Court of Knox County, Ohio.

No 7161
Summons.

To. Squire Montgomery. Rolin Montgomery. Henry Montgomery who reside in Said Union County; Frank Montgomery. John Montgomery. Elwood Montgomery Ames Montgomery and Robert Durbin Wife of Martin Durbin who reside in Knox County; Ohio; who are brothers and Sisters respectfully of Said Ida V. Moore "deceased" each one Equal Undivided one Ninth part of one half of Said premises in fee. To Said Alva Montgomery Lucy Height Wife of John Height. Sarah E Thrupe Wife of Adam D. Thrupe who resides in Knox County; Ohio; only heirs at law of Samuel Montgomery "deceased" who was a brother of Said Ida V. Moore "deceased" each one Equal Undivided one third part of one Ninth part of one half of Said premises in fee.

The defendant William J. Moore is the Widower of Said Ida V. Moore, and is entitled to dower in Said premises.

Said plaintiff further alleges that Since She and the defendant have owned Said premises in Common To-wit. Since the 25th day of August 1894, the defendant William J. Moore has received all the rents and profits arising therefrom, that plaintiff cannot State the exact amount of Such rents and profits So received by Said William J Moore. but to the best of her knowledge they exceeded $300 00.

Plaintiff therefore asks that an accounting be Made of the rents and profits of Said premises from the Said 25th day of August 1894 to the date when this Petition Shall be Made.

The plaintiff prays that by an Order of the Court her interest in Said premises May be Set off to her in Severalty if the Same can be done without Manifest injury. If Not. then that the premises be Sold according to Law. and that Partition be Made and for Such proceedings in the premises as are authorized by Law

J Le Jolliff Attorney for Plaintiff.

State of Ohio
Union County ss

Elizabeth Huffs. being duly Sworn Says that She is the plaintiff in the foregoing Petition and that the facts set forth and Allegations Made in Said Petition are true as She Verily beleives.

Mrs Elizabeth Huffs.

Sworn to befor Me and Signed in my presence this 30th day of July 1896
J F. Millar Notary Public.

---

August 28th 1896 The following Precipe for Summons was filed in the Clerks Office. To-wit.

No 7161
Precipe for Summons

Elizabeth Huffs. Palaintiff
vs
John Parmenter et al Defendants

The State of Ohio Union County ss: Court of Common Pleas:
Precipe for Summons:

To the Clerk: Issue Summons for William J. Moore. one of the defendants in this Case. returnable according to law: Indorse proceedings to partition Lands. and equitable relief

J. L. Jolliff Attorney for plaintiff

---

August 28th 1896. Summons issued to the Sheriff of Union County Ohio: To-wit

No 7161
Summons.

The State of Ohio
Union County

Summons

To the Sheriff of Union County Ohio

You are hereby commanded to Notify Willidan J. Moore that he has been Sued by Elizabeth Huffs in the Court of Common Pleas of Union County, and Must answer by the 26th Day of September A.D. 1896. or the petition of the said plaintiff will be taken as true, and Judgment Rendered accordingly.
you will Make due return of this Summons on the 7th Day of September A.D. 1896.
Witness My hand and the Seal of said Court this 28th Day of August A.D. 1896.

Seal

J. N. Gowell Clerk

---

September 7th 1896. Summons returned and filed Endorsed as follows to-wit.

State of Ohio
Union County

Sheriffs. Return;

Sheriffs Fees

| | | |
|---|---|---|
| Service & Return | | 50 |
| Mileage | 2 | 40 |
| Copy | 0 | 15 |
| Total | $ 3 | 05 |

Received this Writ August 29th A.D. 1896. at 2. O' Clock P.M. and Served Same by leaving a true Copy of this writ. With the endorsement thereon at the usual place of residence of William J. Moore on the 4th day of Sept 1896

Wm G Snodgrass Sheriff

No 7161
Answer of
J W Moore

September 25th 1896. The following answer of W. J. Moore was filed in the clerks office to-wit.

Elizabeth Huff
vs
John Palmer et al

Court of Common Pleas. Union County Ohio
Answer

The defendant Wm J. Moore comes and for answer to said petition. Says: he denies that plaintiff is a tenant in common seized in fee or equity in any part of said land, or entitled to partition therein.

2." Said defendant says that George W. Palmer was the owner of said land at the time of his death which occured the day of 18 by which land came to him by purchase and not by descent, or deed of gift, and Ida V. Moore intermarried with him, and he died intestate and without child or direct heirs, and his said Widow Ida V. Moore became the owner thereof in fee by descent under the laws of Ohio; the she afterwards Married this Defendant, and Continued to live with him as husband until her death, and on the 25th of Aug, 1894, died intestate and without child, or direct heirs by which defendant became her heir at law for a life estate at least.

Wherefore said defendant prays that he may be protected in his legal rights,

Robinson & Woodburn Attorneys for W. J. Moore,

The State of Ohio Union County ss

W J Moore being duly Sworn deposes and says he believes the allegations of the foregoing answer are true

J W Moore

Sworn to before Me and Subscribed in My presence this 25th day of September 1896

J N Connell Clerk

No 7161
Waiver of
Summons

September 30th 1896. The following Waivers of Summons was filed in the Clerk office to-wit

Elizabeth Huff Plaintiff
vs
John Palmer et al Defendants

Common Pleas Court of Union County Ohio:
Proceedings for Partition of Lands.
Waiver of Summons.

We the Undersigned parties defendants in the petition in said cause hereby waive issuing and Service of Summons and Voluntarily enter our appearance as such Defendants:

| | | | |
|---|---|---|---|
| R. H. Montgomery | Sarah Montgomery | Squire Montgomery | Gusta Montgomery |
| H. B. Montgomery | Mary J. Montgomery | Amos Montgomery | Mary M. Montgomery |
| Elwood Montgomery | Ida Montgomery | John Montgomery | Isedore Montgomery |
| M. W. Durbin | Robert D. Durbin | Frank Montgomery | Sadie Montgomery |
| Alva Montgomery | Mary E. Montgomery | Cord A Hight | J A Hight |
| Sarah E. Throp | A. D. Throp | Alva Smith | John Smith. |

Oct 6th 1896 The following waiver of Summons was filed in the clerks Office to-wit

No 7161
Waiver of
Summons

Elizabeth Huff Plaintiff
vs
John Palmer et al Defendants

Common Pleas Court of Union County Ohio
Proceedings for Partition of land
Waiver of Summons

We the Undersigned parties defendants in the Petition in said cause hereby waive issuing and Service of Summons and Voluntarily enter our appearance as Such Defendants

No 7161
Amended Answer
of J W Moore

John Parmer. James Webb Millie Webb Lewis Webb.
Sarah L Webb Edmund H. Parmer. Hattie Parmer. Chester H. Wright.
Trimmer. Webb. W.M. Higgins. Jennie Webb Columbia Webb.
John Webb. Emily Webb J M Higgins Carrie Higgins.

February 18th 1897. The following answer of J. W. Moore filed in the Clerks office Co-wit.

No 7161
Amended answ of J W Moore

Elizabeth Kupp Plaintiff
vs
John Parmer et al Defendants

Court of Common Pleas Union County Ohio.
Amended Answer

Now comes William J. Moore one of the defendants by leave of the court. Makes this his amended answer Says. he denies that plaintiff is a tenant in common Seized in fee or in equity with any of the defendants in Said Land in the Petition described. and denies that Said Plaintiff is in possession or entitled to the possession of Said land. or any part thereof. and denies that Said Plaintiff is entitled to Partition of Said land or any part thereof

2nd = . For a Second defence to Said Petition this defendant Says. that George W. Parmer was the owner of Said land in fee. having obtained the title thereto by purchase and not by descent. Gift. or device. and Ida V Parmer (nee Montgomery) was lawfully Married to him and was his lawfull wife. and. about the day of 1893. Said George W. Parmer being Still Said owner of Said lands. died intestate leaving no Child. or direct heir at law. but leaving his Said wife Ida V. Parmer his Surviving Widow to whome Said land descended in fee Simple under the laws of Ohio.

That Said Ida V. Moore afterward Married this defendant. & Was his wife, and they resided upon and Controled Said land, and used the Same as their own until her death on the 24th of August 1894. when She died intestate. without having disposed of Said land, and without leaving any Child or direct heir at law. & upon this defendant who Continued to live and occupy Said land until the present time Under the Claime that by the law of the State he is the owner of the Same for and during his Natural life. and by reason of these facts the plaintiff hath no right to petition of Said lands.

3rd = For a third defence or counter Claime this defendant Says that if he is not by law entitled to Said lands for and during his life as alleged in his Said Second defence he avers and Says he hath a lien on Said Real Estate by Virtue of the facts following to wit: he Says that believing that he would be entitled to Said lands during his life in case of his Survival of his Said wife he made very Valuable permanent improvements upon Said lands. by which the Same hath been greatly increased in Value in the manner following Viz:

"By Clearing up lands. clearing out fence rows. Making and putting up rails Making up grouned Cellar, Hauling Stone from fields. building and furnishing Materials Wire Stay fence. Setting out Shade Trees. for tile and putting them in their place for draining the land. building Chicken House. Setting out 57. Plum Trees and Apple Trees and Pear Trees and Cherry Trees and Peach Trees. Cistern Pump and repairing ditch. Painting. Grooveing divorcing and Bridge to Barn = digging a Well. drive Well for Stock. all of the Value of Two Hundred and Eight and 72/100 Dollars

That all of Said improvements were made at the times, and Cost Stated in the account hereto attached. and were all made with the Knowledge. Consent. and at the request of Said Ida V. his Wife. and with the Understanding that this defendant

would have the use and benifit thereof So long as he lived in case of his Surviving her. And in equity he has as he believes and avers a Valid lein on Said lands as against all the the other parties to this action to the Said amount, and he prays that in case the Said defendant Shall be denied his life Estate, he be allowed Said Sum out of the proceeds of the Sale of Said land.

4th = For his fourth defence by way of Counter Claims this defendant Says that at the death of Said Ida She was indebted in Sums hereinafter Mentioned, and this defendant Supposing that Said lands were his at least for life, in order to Save expence proceeded to pay Said indebtedness and her funeral expenses without having any Administrator appointed to Settle her Estate, and the Sums So paid amounted to $162 90/100 as set forth by items, a copy of which is hereto attached, and this defendant prays in case he be denied the Said life Estate, and Said lands be Sold, that the defendant be by the order of the Court reimbursed for Said payments of debts and funeral Expences to Said amount, and interest out of the proceeds of the Sale of Said premises.

No 7161
Demurer

5th For his defence to the Plaintiffs claim for the use of Said premises Since the death of Said Ida, in addition to the to the preceding defences, he adds the fifth, and Says, that the income for Said lands during that time cannot reach Three Hundred dollars, or any thing near it in excess of the Tax on Said land which this defendant paid.

Wherefore this defendant prays that Said Petition be dismissed and if this be denied, that his dower, be assigned by Metes and bounds giving to him as far as poriible the part of Said lands having the Most improvements made by this defendant, and that for Said improvements and for Said Sums of Money paid for debts and for funeral expences, the lien of this defendant be decreed upon the lands to be Sold, in case of their Sale, and that all relief be granted this defendant which equity and law allows

No 7161
Entry

Robinson & Woodburn Attorneys for Wm J Moore
one of the defendants

The State of Ohio Miami County. ss.

Wm J. Moore being duly Sworn depores and Says, the allegations of the foregoing answer are true as he believes

W J. Moore.

Sworn to before Me and Signed in my presence by W J Moore this 19th day of July 1897
(Seal)
J McConnell Clerk.

Statement of improvements Made by W J Moore and Cost of Value of the Same

No 7161
Entry

The George W. Palmer 52½ acres $

| | | |
|---|---|---|
| 1891 & 1892. | Use ground Cellar | $ 1.15 |
| " | Clearing 8. acres of land | 12.00 |
| " | Clearing one acre of Thicket | 8.00 |
| " | Making rails & repairing fence | 10.00 |
| " | Grubbing & Clearing fence rows. | |
| " | Hauling Stones for fences | 4.00 |
| " | Building 30. rods Wire fence | 21.70 |
| " | Setting out Shade Trees | 2.00 |
| " | Paid for Tile | 14.57 |
| | Paid for Tile | 1.00 |
| | Clearing ditches | 1.00 |
| | Digging & filling in Ditch | 10.00 |
| | Painting House with Material | $ 10.00 |
| | Hauling gravel for Walk drive &c | 8.00 |
| | Digging Well by Myers | 9.00 |
| | Building wire Slat fence | 8.50 |
| | Drive Well for Stock | 26.00 |
| | Building Chicken House | 15.00 |
| | Building Ice House | 6.00 |
| | Setting out 57 Plum Trees | 8.55 |
| | Setting out 7 Apple Trees | 1.75 |
| | Setting out 7 Pear Trees | 2.10 |
| | Setting out 2. Cherry Trees | 40 |
| | Setting out 10. Peach Trees | 2.50 |
| | Cistern Pump | 1.50 |
| | Repairing Chain Pump | 3.00 |
| | Total | $ 208 72 |

surviving her.
against all
one the said
proceeds of the

that at the
defendant
proceeded to
inistrator
et forth by
denied the
e Court reimbu-
out of the

the death of
ys. that the
Dollars. or
.
be denied, that
part of said
improvements
this defendant
be granted

J Moore
defendants

the allegations

ay of July 1897
Clerk.

$ 10.00
4.00
8.00
9.00
8.50
26.00
15.00
6.00
8.00
1.75
2.10
40
25.0
1.6.0
3.0.0
.08 72

Debts of Ida V Moore and her funeral Expenses paid by Wm J. Moore after her death.

| | |
|---|---|
| Paid Dr Bonner 47. Trips at $1.50 Each | $ 71.00 |
| " Jere Bigelow Undertaker | 54.50 |
| " Per Cemetery lot for burial | 8.90 |
| " Digging Grave by Sexton of Cemetery | 3.00 |
| " Hired Girl during her last Sickness to Nurse &c | 25.00 |
| | $162.90 |

March 1st 1897. The following Demurrer to answer filed in the clerks office. To-wit

No 7161
Demurrer

Elizabeth Kupp. Plaintiff
Vs
John Parmer. et.al Plaintiff

Court of Common Pleas Union County; Ohio.
Demurrer. to. answer.

The Plaintiff demurs to the Second, Third, and fourth, Counts of the answer for the following reasons. that the facts Stated therein are not Sufficient to Constitute a defence to the action

J L Jolliff. Attorney for Plaintiff

April 26th 1897. The following Entry was filed in the clerks Office To-wit.

No 7161
Entry

Elizabeth Kupp. Plaintiff
Vs
John Parmer et al. Defendants

Union County Ohio, Common Pleas Court.
Entry

This cause being heard on the demurrer to the answer. The Court, on consideration thereof sustain the same.

And thereupon the defendant. William J. Moore not asking to plead further the Court finds upon the Petition and evidence that the plaintiff is entitled to have Partition made of the premises as prayed in her Petition. Whereupon Partition of said premise were so ordered to which defendant W. J. Moore excepts

J. L. Jolliff Attorney for Plaintiff

April 26th 1897. The following Entry was filed in the clerks Office To-wit.

No 7161
Entry

Elizabeth Kupp. Plaintiff
Vs
John Parmer et al. Defendants

Common Pleas Court of Union County, Ohio.
Entry

And now this cause came on to be heard on the Petition. the answer of William J. Moore and the evidence, the Court find that all of the defendants have waived the issuing and Service of Summons and Voluntarily enter their appearance as such defendants. and that they are in default for answer thereto Except William J. Moore above Named.

Thereupon the Court further find that the plaintiff and the defendants hereinafter Named are tenants in common in the Estate described in the Petition: That the said William J. Moore Moreover is entitled to Dower therein, and that Subject thereto the plaintiff. Elizabeth. Kupp has a legal right to one Seventh (1/7) of one half (1/2) part of said Estate; The defendants. John Parmer, Edmund Parmer, Sarah Smith. Emily Webb. Chesten Wright each have a legal right to one Seventh (1/7) of one half (1/2) part thereof. The defendants Squire Montgomery

Kalin Montgomery. Henry Montgomery. Frank Montgomery. John Montgomery Elwood Montgomery. Amos Montgomery. Forest Durbin each have a legal right to one Ninth (1/9) of one half (1/2) part thereof: The defendants Lewis Webb. James Webb. Dennis Webb. Columbia Webb. Carrie Higins, Trimmer Webb and Washtella Higins each have a legal right to the one Seventh of one Seventh (1/7) part thereof. The defendants Alvah Montgomery Cora Hight, Sarah E. Thrap each have a legal right to the one third (1/3) of one Ninth (1/9) of one half part thereof. and that the plaintiff is entitled to have Partition Made of Said premises as prayed for in her Petition.

It is therefore ordered that Partition of Said Estate be Made and that dower therein be assigned to the Said William J. Moore. And Henry W. Rogers Robert R. Elliott. and J. S. Slyer three judicious and disinterested freeholders of the Vicinity. are hereby appointed Commissioners to Make and set off the Same.

And it is ordered that a Writ issue to the Sheriff of Union County Commanding him that by the oaths of the Commissioners above Named he Cause to be Set off and divided to each of the above named parties the part and portion of Said Estate to which they are hereinbefore Severally found Entitled. and also to be set off and assigned the dower of the Said William J. Moore. if Said Estate can be divided in Manner as above. and of his proceedings herein the Said Sheriff is ordered to make due return

Defendant William J. Moore gave Notice of his intention to appeal and the Court fix the Appeal Bond at $100 00

J. L. Jolliff Attorney for Plaintiff
Approved Robinson & Woodburn Attorneys for W. J. Moore.

No 7161 Recipe for Writ of Partition

February 7th 1898. The following Precipe for Writ of Partition was filed with the Clerk To-wit

Elizabeth Huff Plaintiff
VS
John Parmenter et al. Defendants

Court of Common Pleas Union County Ohio.
Marysville Ohio Feb 7th 1897
To the Clerk of Said Court

Issue Writ of Partition in the above case to the Sheriff of Union County Ohio returnable according to law.

J. L. Jolliff Attorney for Plaintiff

February 8th 1898 The following Writ of Partition was issued to-wit.

No 7161 Writ of Partition

The State of Ohio
Union County ss

Writ of Partition
To the Sheriff of Said County greeting

We Command you without delay by the oths of Henry W. Rogers. Robert R. Elliott. and J. S. Slyer you cause to be Set off, and assigned to William J Moore. Widower. who is entitled to dower therein. Widower of Ida V. Moore late of Said County deceased. one equal one third part of the real Estate hereinafter described; and that in like Manner. by the like Oaths of the Same Men. you cause Partition to be Made of the following. Real Estate;

Situate in the County of Union. and in the State of Ohio, and described as follows:= Being the Ida V. Moore farm of fifty two and one half (52 1/2) acres More or less. Commencing at a Stake dropped to be the center of the Survey; Thence west between Richard Timberlake and the land Sold to Acheson and Wells. till it Strikes the center of the Rail Road; Thence Northerly with the

Rail Road till it Strikes the line between A. Cross and Said lands Sold by Acheson and Wells; Thence Southerly along Said line to the beginning Containing Fourteen and one half (14½) acres.

Also No. 5646:= Beginning at a Beech and Ash Northwest Corner of a lot Sold by James Henderson to Jonathan Harris, and in the line of Simbles Cross land; Thence North 82° West with Said Cross line 109 poles to a hickory and Ash to the Corner of Said Cross; Thence South 8° W. with Timberlakes land. So far that a line runs parallel with the first line will include Forty acres off of the North end of the lot brought by Jonathan Harris of George Freeman;= Excepting So Much of the above described lands as have been heretofore conveyed to the N. J. P. & O. R. R. Co.

Subject to Said dower Estate, among the persons named herein, and in the following proportions-To-wit.

To- Elizabeth Hupp - one Seventh of one half ..... Part
To- John Parmer - one Seventh of one half ..... Part
To- Edward Parmer - one Seventh of one half ..... Part
To- Sarah Smith - one Seventh of one half ..... Part
To- Emily Webb - one Seventh of one half ..... Part
To- Weston Wright - one Seventh of one half ..... Part
To- Squire Montgomery - one Ninth of one half ..... Part
To- Robin Montgomery - one Ninth of one half ..... Part
To- Henry Montgomery - one Ninth of one half ..... Part
To- Frank Montgomery - one Ninth of one half ..... Part
To- John Montgomery - one Ninth of one half ..... Part
To- Elwood Montgomery - one Ninth of one half ..... Part
To- Amos Montgomery - one Ninth of one half ..... Part
To- Levert Derbin - one Ninth of one half ..... Part
To- Lewis Webb - one Seventh of one Seventh of one half ..... Part
To- James Webb - one Seventh of one Seventh of one half ..... Part
To- Dennis Webb - one Seventh of one Seventh of one half ..... Part
To- Columbia Webb - one Seventh of one Seventh of one half ..... Part
To- Carie Higgins - one Seventh of one Seventh of one half ..... Part
To- Timmer Webb - one Seventh of one Seventh of one half ..... Part
To- Washtella Higgins - one Seventh of one Seventh of one half ..... Part
To Alvah Montgomery - one Third of one Ninth of one half ..... Part
To- Cora Light - one Third of one Ninth of one half ..... Part
To- Sarah E. Thorp - one Third of one Ninth of one half ..... Part

And if, in the opinion of the Said Commissioners, Said premises cannot be divided by metes and bounds without manifest injury to the Value thereof, you cause them to appraise the Same Free from the dower of the Said William J. Moore in 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 Elizabeth Hupp is Plaintiff and John Parmer, 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 Marysville this 9th day of February A.D. 1898.

Seal

J. N. Gorrell Clerk

February 26th. 1898. The following return was made by the Sheriff on Writ of Partition To-wit.

| Sheriffs Fees | | |
|---|---|---|
| Service | | 25 |
| Mileage | 2 | 40 |
| Executing writ | 1 | 00 |
| Swearing Comm | | 25 |
| Report Comm | | 25 |
| Return | | 25 |
| Total Sheriff | $ 4 | 40 |
| Comm Fees | | |
| H.W. Rogers | 1 | 00 |
| R.T. Elliott | 1 | 00 |
| J.S. Styer | 1 | 00 |
| Total Comm | $ 3 | 00 |

## Sheriffs Return

As commanded by the foregoing writ of Partition and dower, I have executed the Same by the oaths of Henry W. Rogers, Robert T. Elliott and J.S. Styer, causing partition to be made of the premises in said Writ described; and the said Commissioners being of the opinion that the said premises Cannot be divided without Manifest injury, I have caused the Same to be appraised, all of which will More fully appear by reference to the report of the said Commissioners herewith returned

Given under My hand this 8th day of February A.D. 1898

J. Ed Robinson Sheriff

No 7161 Commissioners Report

February 16th 1898. The following Waiver of Dower was filed in the Clerks office To-wit

No 7161 Waiver of Dower

Elizabeth Kupp.
vs
John Parmer et Als

Court of Common Pleas, Union County Ohio.
Summons of W.J. Moore.

The defendant W.J. Moore Now comes and Waives the assignment of Dower in this Case, and elects to receive in lieu of his dower the Value thereof in Money, and by agreement with the parties to this Suit agrees to relinquish all interest he May have in the land and against the Estate of Ida V. Moore deceased; on the payment to Said W.J. Moore the Sum of Six Hundred Dollars out of the purchase Money for said land first paid on Said land

W. J. Moore

No 7161 Pricipe for order of Sale

February 26th 1898. The following Entry was filed in the office of the Clerk-to-wit.

No 7161 Entry

Elizabeth Kupp. Plaintiff
vs
John Parmer et al: Defendants

Union County Ohio, Common Pleas Court.
Entry

This Cause Came on for hearing upon the return of the Sheriff, and the report of the Commissioners heretofore appointed herein, and on the Motion to confirm the Same. And it appearing that Said Estate Cannot be divided by Metes and Bounds without injury to the Value thereof, and that Said Commissioners have made and returned their appraisement thereof free from the dower of the Said Wm J. Moore in the Sum of $1887.50/100 the Court find the Said return and proceedings in all respects Correct and in Conformity to law, and therefore approved and confirmed the Same.

And thereupon Neither of Said parties electing to take the Said Estate at the appraised Value, and the Said Wm J. Moore having by his answer waived his dower by Metes and Bounds, and asked that in lieu thereof its Value be paid him in Money. On Motion of the plaintiff it is ordered that Said premises be Sold at public auction free of the dower of the Said Wm J Moore, and that an order of issue therefor to the Sheriff of Union County and that said Sheriff is ordered to return his proceedings to this Court without unnecessary delay

J.S. Jolliff Attorney for Plaintiff

No. 7161 order of Sale

February 26th 1898: The commissioners reports was filed in the Clerks office Do-nut

No 7161
Commissioners
Report

Elizabeth Huff Plaintiff
VS
John Parmer et al. Defendants

Commissioners Report.
Union County Ohio ss
Court of Common Pleas
In Partition and Dower

According to the command of the Writ of Partition and Dower in this case issued. and on the Call of the Sheriff of said County. we the Undersigned, Commissioners. after being first duly Sworn: And Upon actual View of the premises. we are of Opinion that the said lands can-not be divided without Manifest injury. and We do estimate the Value of the Same free of the said Dower estate at Eighteen Hundred Thirty Seven and 50/100 Dollars

Given Under our hands this 8th day of Febuary A.D. 1898.

Henry W. Rogers
Robert F. Elliott
J. S. Slyer
Commissioners

No 7161
Precipe for
order of Sale

February 7th 1898. The following Precipe for Order of Sale was filed with the Clerk Do-nut

Elizabeth Huff Plaintiff
VS
John Parmer et al. Defendants

Court of Common Pleas: Union County Ohio.
May term Febuary 26th 24th 1898
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. L. Jelliff Attorney for Plaintiff

February 26th 1898. The following order of Sale was issued by the Clerk of Court Do-nut

The State of Ohio
Union County

Order of Sale in Partition
To the Sheriff of said County "Greeting"

No. 7161
order of Sale

In pursuance of the order of our Court of Common Pleas. Within and for the County of Union at the January Term A.D. 1898. in a certain Petition for Partition. now pending in said Court. Wherein Elizabeth Huff was Petitioner and John Parmer. et als. were Respondents. we Command you that Without delay you proceed to Sell at Public Auction the lands and tenements in said Partition. described. Do-wit

Situate in the County of Union. and in the State of Ohio. and described as follows:- Being the Ida V. Moore farm of fifty two and one-half (52½) acres more or less:

Commencing at a Stake Supposed to be the center of the Survey: Thence West between Richard Timberlake and the land Sold by Johnson and Wells. till it Strikes the Center of the Rail-Road: Thence Northerly with the Rail Road till it Strikes the line between A. Cross and Said lands Sold by Achen and Wells: Thence Southerly along Said line to the beginning Containing fourteen and one half (14½) acres.

Also. No 5646:- Beginning at a beech and Ash Northwest Corner of a Lot Sold by James. Henderson to Jonathan. Harris. and in the line of Ambrose Cross land: Thence North 82° West with Said Cross line 109 poles to a Hickory and Ash to the Corner of Said Cross: Thence South 8° W. With Timberlake's land So far that a line

lines parallel with the first line. will include forty acres off of the North end of the lot bought by Jonathan Harris of Geo. W. Freeman: excepting so much of the above described lands as have been heretofore conveyed to the N.Y.P. & O.R.R. Co Appraised at $1837 50/100 Free of Dower. and that you proceedings in the premises you Make known to our Said Court of Common Pleas Within Sixty days from the date hereof: and have you then and there this Writ.

Witness My hand and the Seal of Said Court at
(Seal) Marysville this 26th day of February A.D. 1898.
J. M. Gamble Clerk.

April 2nd 1898. The following return was Made by the Sheriff on order of Sale-to-wit

No 7161 Sheriff Return on order of Sale

Sheriffs Return

| Sheriffs Fees | | |
|---|---|---|
| Service | | 25 |
| Mileage | | |
| Copy to Printer | | 25 |
| Poundage | 10 | 50 |
| Return | | 25 |
| Total | $ 11. | 25 |

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 Richwood Gazette, a Newspaper printed and of general Circulation in Union County Ohio: And on the 2nd day of April A.D. 1898. 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 appeared Abigal Thompson who bid for the Same the Sum of Fourteen Hundred Dollars ($1400.00) Said Sum being More than two-Thirds of the Appraised Value. and She being the highest and last bidder Was declared the purchaser.

J. Ed Robinson Sheriff

No 7161 Entry

April 4th 1898: The following Notice of Sheriffs Sale, and Affidavit of Publication filed To-wit:

No 7161 Sheriffs Sale and Affidavit

Elizabeth Huffs. Plaintiff
Vs.
John Parmer et al. Defendants

Sheriffs Sale J. & Jolliff. Attorney
On 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. April 2nd 1898. at or about the hour of one O'clock. P.M. on Said day. the following described Real estate. To-wit:= Situate in the Township of Taylor. County of Union and State of Ohio. and bounded and described as follows:= Being the Ida V Moore farm of Fifty Two and one half (52½) Acres More or less. Commencing at a Stake Supposed to be the Center of the Survey: Thence West between Richard Timberlake and the land Sold by Acheson and Wells. till it Strikes the Center of the Railroad: Thence Northerly with the Railroad till it Strikes the line between A. Cross and Said lands Sold by Acheson and Wells: Thence Southerly along Said line to the beginning containing Fourteen and one-half (14½) Acres:

Also No 5646:= Beginning at a Beech and Ash Northwest Corner of a Lot Sold by James Henderson to Jonathan Harris. and in the line of Ambrose Cross land: Thence N. 82° W. with Said Cross line 109. poles to a Hickory and Ash to the Corner of Said Cross: Thence South 4° W. with Timberlake's land so far

that a line runs parallel with the first line will include forty acres off of the North end of the lot bought by Jonathan Harris of George W. Freeman. Excepting So Much of the above described lands as have been heretofore conveyed to the N. Y. P. & O. R. R. Co.

To be Sold free and from Dower. Appraised at $1837.50

Terms of Sale:- One-third Cash, One-third in one year, One-third in two years, deferred payments to draw 6 per Cent interest and to be Secured by first Mortgage on the premises

J. Ed Robinson Sheriff of
Union County Ohio.

March 4th 1898- 5.10

Proof of Publication

State of Ohio Union County ss

J. Geo W. Worden, publisher of the Richwood Gazette being duly Sworn Say that the Notice here to Attached was published in the Gazette on the 4th day of March 1898, and Continued therein Four Consecutive times, during all of which time Said Newspaper was printed and in general Circulation in Said County

Geo W. Worden.

Sworn to and Subscribed before Me this 4th day of April 1898.

Printers fee $1.80

J. L. Jolliff Notary Public.

---

No 7161 Entry

April 4th 1898. The following Entry was filed in the Clerks Office To-wit.

Elizabeth Huff Plaintiff
Vs
John Parmer et al. Defendants

In Partition:- Confirmation of Sheriffs Sale, and order of distribution.

The Sheriff having Sold the property described in the Petition under the Order heretofore issued to him, and the Court being Satisfied of the legality of Such Sale, Approves and Confirms the Same, and directs Said Sheriff to execute and deliver to the purchaser of Said property a good and Sufficient deed therefor free from the dower of Said William J. Moore

Second:- And from the proceeds of Said Sale the Sheriff pay first the Taxes and penalties on Said premises if any due and payable, and also the Costs of this Suit including a fee of Seventy five dollars for J. L. Jolliff Attorney fee for the Plaintiff

Third:- To William J. Moore, Six Hundred Dollars, as and for his full dower and other interests in Said Estate, Which the Court finds to be just and reasonable, value thereof, he having Elected to take in lieu of his Dower its Value in Money and Some of the parties having Agreed upon the Same as per writing herewith filed and which the Court find to be reasonable and just.

Fourth:- The balance the Court order to be paid to the Plaintiff, and to the Several defendants in the Same proportions that partition was ordered. To-wit: To Plaintiff, one Fourteenth part thereof. To each of the defendants John Parmer Edmond Parmer, Sarah Smith Emily Webb, and Chesley Wright, one-Fourteenth part thereof. To Each of the defendants, Squire Montgomery, Robin Montgomery Henry Montgomery, Frank Montgomery, John Montgomery Elwood Montgomery, Amos Montgomery and Robert Durbin one-Eighteenth 1/18 part thereof To Each of the defendants Noah Montgomery Cora Hight and Sarah E. Throp one-Fifty forth (1/54) part thereof. To each of the defendants Dennis Webb James Webb, Dennis Webb, Columbia Webb, Carrie Higgins, Trimmer Webb, and Washtella Higgins one Ninty eighth 1/98 Part thereof.

Attest J. N. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union. in the Tenth Judicial Distrist 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 3rd day of May in the year of Our Lord. One Thousand. Eight Hundred and Ninety Eight

"Be it Remembered that heretofore To-wit; on the 5th day of March A.D. 1898 Della Montgomery filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Noel B. Montgomery To-wit;

Della Montgomery Plaintiff
Against
Noel B. Montgomery. Defendant

Union Common Pleas.
Petition

No 7523
Petition

Plaintiff has been a Resident of the State of Ohio for the year last past. and has a Bona-fide residence in the County of Union.

"On the 30th of March 1895 at Logan County Ohio. She Was Married to the Defendant.

Defendant has been guilty of habitual drunkenness for three years last. past.

Defendant has ever Since Said Coverture failed and Willfully Neglected to provide plaintiff with the Common Necessaries of life. So that plaintiff has been Compelled to live upon the Charity of friends and her own Exertions because of his idleness. profligacy and Dissipation.

About. June 29th 1896 Defendant Willfully abandoned the plaintiff without any Supplies or Means of Support. and has willfully remained absent ever Since though residing generally in Same County

A day or two after Defendant abandoned plaintiff. the plaintiff became Dangerously Sick. and Defendant was Notified thereof. but refused to Come to her Aid and paid No Attention.

In July. 1896. plaintiff asked defendant for an explination of his Conduct aforesaid. and he refused to Make any. Except that he left because he Wanted to. and had quit for good.

Plaintiff has Not Since Spoken to him or defendant to her.

Wherefore Plaintiff Charges the defendant with gross Neglect of duty. abandonment. and habitual drunkeness upon the facts above Set forth. and asks that She May be Divorced from defendant. and for Such other relief as may be proper.

Della Montgomery
J B Cole Plaintiffs Attorney

Mr Clerk

Issue Summons &c in above case to Sheriff of Union County Ohio, March 5th 1898

J B Cole Plaintiff Attorney

No 7523
Sheriffs return on Summons,

No. 7523
Summons

March 15th 1898. The following Summons in Divorce was issued to the Sheriff To-wit;

Summons in Divorce.

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

You are Commanded to Notify Noel B. Montgomery that Della Montgomery 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 habitual 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 28th day of March A.D. 1898.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 15th day of March A.D. 1898.

(Seal)

J M Connell Clerk.

March 16th 1898. The following return on Summons was made by the Sheriff. To-wit

No 7523

Sheriffs return on Summons.

| Sheriffs Fees | | |
|---|---|---|
| Service | | 25 |
| Copy | | 15 |
| Mileage | 4 | 16 |
| Return | | 25 |
| Total | $ 4 | 81 |

Received 10. O'clock A M. on the 15th day of March. A.D. 1898. and on the 15th day of March. A.D. 1898. I Served the Same by delivering at the usual place of Residence of Noel B. Montgomery a true copy thereof together with a certified copy of the Petition thereof.

J. Ed Robinson Sheriff.

---

May 31st 1898: The following Entry was filed in the Clerks office. To-wit.

Della Montgomery. Plaintiff
vs
Noel B. Montgomery Defendant

Union Common Pleas.

Decree of Divorce

Now comes the plaintiff herein, and the defendant being in default per answer and demurer, 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 from the evidence adduced that the defendant has been guilty of gross Neglect of duty as charged in plaintiffs Petition, And that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the Marriage Contract heretofore Existing between the said Della Montgomery and the Said Noel Montgomery be, and the Same hereby is dissolved, and both parties are released from the obligations of the Same.

It is further considered by the Court that the Said plaintiff recover from the Said defendant her costs herein expended.

Attest J. M. Connell Clerk

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 3rd day of May in the year of our Lord One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore To-wit on the 14th day of January A.D. 1898, Burton Harris filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Leonora Harris To-wit.

No 7494 Petition

Burton Harris: Plaintiff
vs
Leonora Harris: Defendant

Court of Common Pleas Union County Ohio
Petition

First Cause of Action:- The plaintiff alleges that he has been a resident of the State of Ohio for the year last past, and is at present a bona-fide resident of the County of Union in Said State

That on the 16th day of December 1896, he ~~was~~ married with the Defendant Leonora Harris at Richwood in Said County; That at the time of Said Marriage Said plaintiff was a Male person under the age of 18 years.

That at the time of Said Marriage he was a Male person under the age of 21 years, that his father at that time was dead, and that he did not before Said Marriage, Nor at any other time procure the consent of his Mother or guardian to Said Marriage, and was therefore incapable of Contracting Marriage:- That he has Never Cohabited with the defendant.

No 7494 Precipe for Summons

Second Cause of Action

The Plaintiff the allegations as to residence, and Marriage as set forth in the first Cause of action a part of this Cause of action, and further alleges, that at the time Said Marriage took place he was so intoxicated by reason of Said intoxication that he did Not and could Not Know what he was doing, and that Said intoxication had been brough about by the Connivance and procurement of the defendant for the purpose of Consumating Said Marriage against the will of the plaintiff, and that Said Marriage was against his will. That as Soon as he was restored to his right Mind, and became Sufficiently Sober to learn, and did learn that he had been married to the defendant he Renounced Said Marriage and refused to Cohabit with the defendant, and has Not Since that time Cohabited with her.

No 7494 Entry of Appointment of Trustee

Third Cause of Action.

The plaintiff Makes the allegations as to residence and Marriage as Made in his first Cause of action, a part of this Cause of action, and Says further that Said defendant Regardless of her Marital obligations, on or about the 30th day of June, 1892, at the then residence of Tonguet in Richwood, Union County Ohio Committed Adultery with one Cyrus Tonguit without the Consent or Connivance of the plaintiff, and that the plaintiff has not Cohabited with the defendant Since the discovery of Said offense:- That the defendant has given birth to two Bastard Children Since Said Marriage.

That the defendant is Now insane and an inmate of the Ohio State Insane Asylum at Columbus Ohio.

The Plaintiff therefore prays that a Trustee for this Suit be Appointed by

No 7494 Summons.

the Court for the Said defendant, and that upon the final hearing of this cause Said Marriage be declared Null and Void, and that he may be divorced from Said defendant and for Such other relief as is just and equitable

James E. Robinson Attorny for Plaintiff

The State of Ohio
Union County ss

Burton Harris being first duly Sworn depeses and Says, that the facts Stated, and the allegations Made in the foregoing Petition are true as he Verily believes

Burton Harris

Sworn to and Subscribed before me this 13th day of January, 1898

(Seal)

Henry S. Stiles
Notary Public

January 14th, 1898. The following Precipe was filed in the Clerks office. Co-wit.

No 7494
Precipe for
Summons

Burton Harris
VS
Lenora Harris

Court of Common Pleas
Union County Ohio
To the Clerk of Said Court:

Issue Summons together with a copy of the Petition in the above Named case, directed to the Sheriff of Union County, Tim R.L. Woodburn as the Trustee for this Suit for the defendant Leonora Harris, and Make Same returnable according to law.

James E. Robinson Attorney for Plaintiff.

January 14th 1898. The following Entry was filed in the Clerks office Co-wit.

No 7494
Entry of
Appointment of
Trustee

Burton Harris Plaintiff
VS
Lenora Harris Defendant

Court of Common Pleas Union County Ohio
Entry

It appearing to the Court that the defendant in this case is Manifestly an insane person, and that She has no Legaley appointed guardian, it is hereby ordered that R.L. Woodburn be, and he hereby is appointed Trustee for Said defendant in this Suit to appear and defend the Same

January, 14th, 1898. The following Summons was issued to the Sheriff Co-wit.

No 7494
Summons.

The State of Ohio
Union County ss

Summons. in Divorce

To the Sheriff of Said County.

You are Commanded to Notify R.L. Woodburn as Trustee for the Suit for the defendant Leonora Harris, that Burton Harris 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 as Summ) charging her with Adultery &c. and asking that he be divorced from her, and for other proper relief; Said petition will Stand for hearing during the Term of Said Court Next ensuing, and Six Weeks from and after the Service of this writ

You will Make due return of this Summons on the 20th day of January A.D. 1898.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 14th day of January A.D. 1898. J. McConnell Clerk
By Jno A Connell Deputy

Janu[ary] 14th 1898. The following Return was made on Summons by the Sheriff To-wit

No 7494 Return on Summons

| | | |
|---|---|---|
| Sheriffs Fee | | |
| Service | | 25 |
| Copy | | 15 |
| Mileage | | 32 |
| Return | | 25 |
| Total | | 97 |

Received 8. O'clock. P M. on the 14th day of January A.D. 1898 and on the 14th day of January. A.D. 1898 I. Served the Same by Leading personally to R. L. Woodburn as Trustee for the Defendant Lenora Harris. a true copy thereof together with a certified copy of the Petition

J. Ed Robinson Sheriff

May 2nd 1898 Answer of R. L. Woodburn Trustee for Lenora Harris Defendant filed. To-wit

No 7494 Answer

Burton Harris Plaintiff
v
Lenora Harris Defendant
} Court of Common Pleas Union County Ohio

Came the defendant by her Attorney, in the above cause, and for Answer - denies each and every allegation Stated in plaintiffs Petition, and demands proof thereof, and for all other proper relief

Robinson & Woodburn attorneys for R. L. Woodburn Trustee for said Lenora Harris

No 7494 Motion

May 3 1898: The following Motion was filed in the Clerks office To-wit.

Burton Harris vs Lenora Harris
} Court of Common Pleas Union County Ohio.

Motion

The Plaintiff Moves the Court for Leave to Amend his Petition by adding as follows. that at the time of Said Marriage the plaintiff was a Male person Under the age of 18 years

Burton Harris
By Jos E Robinson his Atty

No 7502 Petition

May 3rd 1898: The following Entry was filed in the Office of the Clerk of Court To-wit

No 7494 Entry

Burton Harris vs Lenora Harris
} Entry

The defendant herein by her guardian Ad-litem consents to the Amending of Plaintiffs Petition as asked in his Motion therefor

May 1898. The following Decree of Divorce was filed in the Clerks Office To-wit

No 7497 Entry of Decree

Burton Harris vs Lenora Harris
} In the Court of Common Pleas Union County Ohio

Divorce

And Now Comes the Said Plaintiff by James E. Robinson and the Defendant having been duly Served with Copy of the Petition herein. The Court also find that the Plaintiff. at the time of filing his Petition had been a resident of the State of Ohio for one year next preceding the Same

and was at that time a bona-fide resident of this County of Union and that the parties hereto were Married as in said Petition Set forth:= The Court further find upon the evidence addduced that the Plaintiff was Under 18 years of age at the time of Said Marriage, and that he has Never ratified Said Marriage Since he was 18 years of age and that Said Marriage is therefore absolutely void, and by reason thereof he is entitled to a divorce as prayed for.

It is therefore Ordered and adjudged by the Court, that the Marriage Contract heretofore existing between the Said Burton Harris and Lenora Harris be and the Same is hereby dissolved, and both parties are released from the obligations of the Same.

It is further Considered by the Court that the Said Plaintiff pay to Rob Woodburn as Trustee of the defendant herein the Sum of $10.00 Compensation for his Services, and it is Ordered that the Said Plaintiff pay the Cost of this proceeding.

Attest J. M. Gosnell Clerk

---

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court of the Term of April, A.D. 1898, on the 11th day of May in the year of Our Lord, One Thousand Eight Hundred and Ninety Eight.

Be it remembered that heretofore, To-wit: on the 1st day of February A.D. 1898, Lottie Jolliff filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Martin S. Jolliff, To-wit:

Lottie Jolliff, Plaintiff
vs
Martin S Jolliff Defendant

Court of Common Pleas, Union County Ohio.
Petition

No 7502
Petition

First Cause of Action

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona-fide residence in the Said County of Union

On the 21st day of September 1896, She was Married to the Defendant:= The defendant in Violation of his Marital duties toward the plaintiff has been guilty of gross neglect of duty in this to-wit.

That after their Said Marriage he took the plaintiff to the State of Illinois, Dewitt County, and though able to provide a home for the plaintiff, Neglected and refused to provide the Same though frequently requested to do so by Said plaintiff, and boarded around among his acquaintances where it was convenient, and Implored the Plaintiff. Until about the Middle of November of Said 1896, When both of this Term, plaintiff and defendant drove from Said County in Illinois to his former home in Union County Ohio, Where he Continued to refuse to furnish a home, or in any way provide for the plaintiff, until their Seperation about the 17th of November of Said year.

Second Cause of Action

Plaintiff herein in her Second Cause of action avers all the averments in her Said first first cause of action and Sa

That the defendant in Violation of his Marital duties was guilty of extreme Cruelty to ward the plaintiff in this to wit:= That quite Soon after their Said Marriage and until their Said Separation he used Vile and profane language toward the plaintiff, and called her Names unfit to be placed herein, and was at times Harsh and Violent toward her in temper.

That on the 17th day of November, 1896, he drew a Revolver (loaded) on the plaintiff and threatened to kill her, when the plaintiff refused to live with him any longer

Wherefore plaintiff prays that She May be divorced from the defendant and May be restored to her Maiden Name and Such other relief as is proper

D W. Ayers Attorney for Plaintiff.

State of Ohio
Union County } ss

Lottie Jolliff being first duly Sworn Says the facts Stated and Allegations in her foregoing are true as she believes

Lottie Jolliff.

Sworn to before Me and Signed in my presence this 31st day of January 1898

(Seal)

J W. Silton Notary Public
in and for Said County

---

No 7502
Affidavit of Publication

February 1898. The following Affidavit for Publication was filed &c-wit-

Lottie Jolliff } Court of common Pleas, Union County, Ohio
vs
Martin S Jolliff

No 7502
Affidavit for Publication

Affidavit

State of Ohio Union County ss

D W. Ayers being duly Sworn, Says, he is the Attorney of the Pl in the above entitled Action, duly authorized in the premises. and that service of Summons Can not be made in this State on the Defendant Martin S. Jolliff, and that his place of residence is Unknown and Can not with reasonable diligence be ascertained, and that the Cause is one of those mentioned in Section Five Thousand and forty Eight of the Revised Statutes of Ohio.

D W Ayers.

Sworn to before Me, and Signed in my presence by D W Ayers this 17th day of Feb A.D. 1898

(Seal)

J W Gorrell Clerk of Court

---

April 4th. 1898. The following Legal Notice and Affidavit for Same was filed &c-wit.

No 7502
Legal Notice

Lottie Jolliff } Legal Notice
vs
Martin S Jolliff } D W. Ayers Attorney
Court of Common Pleas Union County Ohio.

Martin S. Jolliff. Whose residence is unknown. will take Notice that on the 1st day of February A.D. 1898, Lottie Jolliff filed her Petition in the Court of Common Pleas Union County Ohio. being Cause No- praying

a divirce from Said Martin S. Jolliff, on the ground of ex[tre]me Cruelty and gross
Neglect.= Said Cause will be for hearing on and after April 25/1898.
Leottie Jolliff.
April 12th 1898
February 28, 1898.—6 W.

No 7502
Affidavit of Publication.

The State of Ohio Union County ss
The Undersigned being duly Sworn says that a Copy of the
annexed Notice was published for 6 Consecutive weeks in the Marysville Tribune,
a Newspaper of general Circulation in the County of Union, the first publication
beginning with February 28th, 1898.
W C Shearer
Sworn to and Subscribed before Me this 4th day of April 1898.
(Seal)
J. N. Gosnell
Clerk

May 11th 1898. The following Decree of Divorce was filed with the Clerk Fo-wit.

Leottie Jolliff
vs
Martin S Jolliff

In the Court of Common Pleas Union County Ohio
Divorce

And Now comes the Said Plaintiff by D. W. Ayers: 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 addduced, that the defendant has been guilty of Extreme Cruelty, and for 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 Leottie Jolliff and Martin S. Jolliff be, and the Same is hereby dissolved, and both parties are released from the obligations of the Same.

And it is further ordered by the Court that the Said Plaintiff be restored to her Maiden Name of Leottie Longstaff.

It is further Considered by the Court that the Said Plaintiff pay the costs of this prosecution.

Attest J. N. Gosnell Clerk

Term 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 April. To-wit; on the 17th day of April in the year of our Lord one Thousand Eight hundred and Ninety Eight.

"Be it remembered that heretofore. To-wit: on the 28th day of January A.D. 1898: The Mansfield Buggy company filed in the Clerks Office of the said Court of Common Pleas. The following Petition against J.C. Kintner To-wit.

The Mansfield Buggy Co Plaintiff

VS

J.C. Kintner. Defendant

Court of Common Pleas.

Union County. Ohio.

Petition

No 7499 Petition

The Plaintiff Says it is a Corporation duly authorized under the laws of Ohio. and is now doing business under the name and Style of the Mansfield Buggy Co in Ohio.

The Plaintiff further Says for its cause of action. that on the 12th day of November. 1895. the said J.C. Kintner defendant Made and delivered to the Mansfield Buggy Co. plaintiff his promissory Note of that date A Copy of Which with all the endorsments is as follows.

$302 50/100 Milford Center O Nov. 12th 1895.

On July 1st 1896. I. or we jointly and Severally promise to pay to the order of the Mansfield Buggy Co. at the Bank of Milford Center. Three Hundred and two and 50/100 Dollars. - Without any relief whatever from Valuation and Appraisment laws; and the drawers and Endorsers Severally Waive presentment for payment. protest and Notice of protest for the Non payment of this Note. and agree to pay Attorney fees. and the Costs and all other Expenses in Cours per Collection thereof. with Exchange and per cent interest from - payable annually on Note or Judgment till paid. Value received.

J.C. Kintner.

There are No Endorsments on Said Note:= The plaintiff Says it is Still the owner and holder of Said Note - and that there is due plaintiff from Said defendant Upon Said Note the Sum of three Hundred and two and 50/100 Dollars with 6% per cent interest thereon from July 1st 1896. - and for which the plaintiff prays Judgment against the defendant.

Robinson and Woodburn Attorneys for Plaintiff

The State of Ohio Union County. SS.

R.L. Woodburn being duly Sworn. Says he is one of the Attorneys of the firm of Robinson & Woodburn duly authorized to act for Said plaintiff and that this action is founded upon a Writen instrument now in his possession and that the plaintiff is a Non-resident of the County. and is now absent therefrom - and that the facts and allegations Stated in the foregoing Petition are true as he verily believes.

R.L. Woodburn.

Sworn to before me and Subscribed in my presence this 28th day of January 1898.

J.N. Gaswell Clerk of Courts

No 7499 Precipe

No 7499 Summons.

No 7499 Return on Summons

No 7499 Entry

No 7499
Precipe

January 28th 1898. The following Precipe was filed in the Clerks Office to-wit.

To the Clerk

Issue Summons for the defendant returnable according to law. Endorse action for Judgment of Money on promissory Note Amount Claimed $302.50 with Six per cent interest from July 1st 1896.

Jan 28th 1898

R. Emmart Woodburn

---

January 28th 1898. The following Summons was issued and delivered to the Sheriff. To-wit.

No 7499
Summons.

The State of Ohio
Union County. } ss

Summons

To the Sheriff of Union County.

You are hereby commanded to Notify J.C. Kintner that he has been Sued by The Mansfield Buggy Co in the Court of Common Pleas of Union County. and Must answer by the 26th day of February. A.D. 1898. or the petition of the said plaintiff will be taken as true, and Judgment rendered accordingly.

You will Make due return of this Summons. on the 7th day of February. A.D. 1898.

Witness my hand and the Seal of Said Court this 28th day of January A.D. 1898

(Seal)

J. McConnell Clerk.

---

No 7499
Return on Summons

January 29th 1898. The following return on Summons was made by the Sheriff To-wit

The State of Ohio } ss
Union County

Sheriffs Return

Received this Writ January 28th A.D 1898. at one o'clock P.M. and Served Same by delivering a true and certified copy of this writ with all of the indorsements thereon to J.C. Kintner. Personally on January 29th 1898

J Ed Robinson Sheriff
By Allen Haines Deputy.

| Sheriffs Fees | | |
|---|---|---|
| Service & Return | | 50 |
| Mileage | | 80 |
| Copy | | 15 |
| Total | $ 1 | 45 |

---

April 4th 1898. The following Entry was filed in the Clerks office To-wit

No 7499
Entry

The Mansfield Buggy Co
vs
J.C. Kintner.

Entry

Now come the plaintiff by their attorneys, and the defendant being in default for answer and demurrer. the Court find that the allegations of the Petition are confessed by Said defendant to be true; - and further finds that the defendant J.C. Kintner is indebted to the plaintiff. The Mansfield Buggy Co in the Sum of. Three Hundred and thirty four and 81/100 Dollars. with Six per cent interest from April 4th 1898.

It is therefore considered by the Court that the Said plaintiff recover from the said defendant the Sum of. Three Hundred and thirty four 81/100 Dollars. with Six per cent interest from April 4th 1898. and his costs herein expended Taxed at $ -

Attest J McConnell

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 Commen Pleas of the State of Ohio. before the Honorable Duncan Dow. Judge of Said Court. of the Term of April. Co-ment on the 10th day May. in the year of Our Lord. One Thousand. Eight Hundred and Ninety Eight

No 7097

Entry

Be it Remembered that heretofore: To-Wit on the 5th day of August A.D. 1896 N. D. & J. E. Degood filed in the Clerks Office of the Said Court of Common Pleas. the following Petition against Elizabeth Wire To-Wit:

N. D. Degood and J. E. Degood Partners as N. D. & J. E. Degood Plaintiff

VS

Elizabeth Wire Defendant

In the Court of Common Pleas of Union County Ohio

Petition

No 7097

Entry

The Plaintiffs Says: That Said Plaintiffs are partners doing business in the State of Ohio Under the firm name and Style of N. D. & J. E. Degood: That this action is fermded Upon an account of Which the following is a copy.

Mrs E. Wire To. N. D. & J. E. Degood Dr

| | | | | | $ | cts |
|---|---|---|---|---|---|---|
| August. | 14th | 1895. | To. 6. lbs | Steak | | 75 |
| | | | " 10 " | Roast | 1 | 00 |
| | | | " 1/4 " | Steak | | 19 |
| Aug | 17. | " | " 1/2 " | " | | 7 |
| | | | " Music furnished Hall | | 3 | 00 |
| | | | " Room rent and paring Apples | | 2 | 00 |
| | | | | | 7 | 01 |

There are no Credits on Said account:

There is due and Remaining Unpaid Upon Said account from Said defendents to Said plaintiffs the Sum of Seven and 01/100 Dollars. With Six per cent interest thereon from August 17th 1895

Plaintiff therefore ask Judgment against defendant per Said Sum of Seven and 01/100 Dollars with Six per cent interest thereon from August 17th 1895:

John M. Brodrick Attorny per Plaintiff

The State of Ohio
County of Union ss

J. E Degood one of the Plaintiffs being Sworn Makes Oath that the facts Stated in the foregoing Petition are as affiant believes true

J. E. De Good

Sworn to by Said J. E. De good before me and Signed by him in My presence this 3rd day of August 1896

(Seal) J. P. Eubanks Notary Public

We hereby Consent to the filing of the foregoing Petition out of time August 5th. 1896

Attorny for defendant

May 1st 1898: The following Entry was filed To-wit

No 7097

Entry

N.D. & J.E. Degood
vs
Elizabeth Wire

Entry

This day this Cause was Continued with leave to plaintiff to file a petition herein within thirty days from the rising of this Court

Brodrick for Plaintiffs
Ayers & Ayers for Defendant

May. 10th 1898. The following Entry was filed with the Clerk to-wit:

No 7097

Entry

N.D. & J.E. Degood
vs
Elizabeth Wire

Entry

This day this Cause came on for hearing on the petition and the evidence. and the defendant being in default for answer and demurr. the allegations of the petition are thereby confessed by her to be true

The Court further find that there is due from the defendant Elizabeth Wire to the Plaintiffs N.D. & J.E. Degood as set forth in their petition the Sum of Eight 6/100 Dollars with Six per cent interest thereon from the first day of the present Term. To-wit. April 4th 1898

It is therefore Considered. Ordered. and adjudged that the said plaintiff recover of the said defendant said Sum of Eight 6/100 Dollars with Six per Cent interest from April 4th 1898. and their Cost herein expended taxed at $

On the Application of said defendant by her Attorney Execution on this Judgment is Stayed for thirty days. on Condition that the same does not in any way interfere with the rights of the Sureties on the appeal bond herein and Saving to said Sureties the right to order Execution. or to order the Plaintiff to issue Execution herein within said thirty days

D.W. Ayers Attorney for Defendant
Brodrick for Plaintiff

Attest J.M. Gosnell Clerk

Pleas Continued and holt 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 Duncom, Dow Judge of Said Court. of the Term of January, 1897. To-wit on the 5th day of January in the year of Our Lord One Thousand Eight Hundred and Ninety Nine

= Be it Remembered that heretofore to-wit on the 14th day of October A.D. 1896. The Trustees of the Methodist Episcopal Church of Marysville Ohio filed in the Clerks Office of the Said Court of Common Pleas the following Petition & Sale property, To-wit.

In the Matter of the Application of the Trustees of the Marysville Methodist Episcopal Church

In the Court of Common Pleas of Union County Ohio

Petition

No 7224 Petition

A. J. Whitney. W. H. Cole. John H. Wood. C. D. Mills John W. Southard Samuel Amerine. A. B. Lucas. A. G. Kirby and John McBrodrick respectfully represents to the Court that they are the duly elected and qualified Trustees of the Methodist-Episcopal Church,

That Said Methodist-Episcopal Church is a Voluntary association for Religious Worship and Unincorporated

1. First Cause of action: For a first Cause of action Said Trustees Say. that Said Marysville Methodist-Episcopal Church is the owner of, and in possession of the following described real Estate, to-wit: Situate in the Village of Marysville. County of Union and State of Ohio: Part of In Lot Number One Hundred and Fourteen (114). Beginning at a Stone in the North-west Corner of Said In Lot No 114; Thence with the East line of Walnut (formerly Military) Street a Southerly Course 6. poles to the South-West Corner of Said Lot; Thence Easterly and Parallel with Fifth (formerly Center) Street, and with the South line of Said Lot 86. feet to a Stake in the South-west Corner of that part of Said Lot formerly owned by Catharine Richey; Thence Northerly with the West line of Said Catharine Richey. Lot and Parallel with Said Walnut Street five poles to the South line of Said Fifth Street, Thence Westerly with the South line of Said, Fifth Street, 86. feet to the place of Beginning: Being Thirty-Six (36) feet in Width off the West End of Said In Lot No 114,

That the title to Said premises is held by Said A. J. Whitney. W. H. Cole John H. Wood. C. D. Mills. John M. Southard. Samuel Amarine. A. B. Swishes. A. G. Kirly and John McBrodrick. as Trustee of Said Marysville Methodist-Episcopal Church.

That at a regular Meeting of the Society of Said Church held in its usual place of Meeting of the Society of Said Church held in its usual place Meeting in Said Village of Marysville Ohio. pursuant to Notice. Sent to each Member by resolution of Said Society. Said Trustees were authorized and Empowered to proceed to Sell Said premises for the object and purpose of using the proceeds thereof in the New Church building now being Erected by Said Society in Said Village

No 7224 Entry

2. Second Cause of action: For a Second Cause of action Said Trustees aforesaid hereby adopt and make part of this Cause of action herein the Same as if re-written, and Say That on the 25th day of September. 1853. Isaac Allen and his wife. Theresa Allen. Sold and Conveyed to Samuel March. Christopher Wilson Leonard Lealt and Hoff. Trustees of the Buck Run Methodist Episcopal Church the following premises Viz Situate in the Township of Allen County of Union and State of Ohio. Part of Survey No 2669: Beginning at the South-East Corner

of the School House Lot. Thence along the line of said Lot N. 56 feet to a Stone:- Thence East 40. feet to a Stone: Thence South 56. feet to a Stone in the line of the Road: Thence West 50. feet to the beginning.

The Society of the Buck Run Methodist Episcopal Church has disbanded, and said Church property has ceased to be used for Religious purposes. All the Members have left said Society and joined Elsewhere, and by the permission of the Discipline of the Methodist Episcopal Church the said property became the property of the Central Ohio Conference of the Methodist Episcopal Church.

At the Annual Session of said Central Ohio Conference in the year 1896 the said property was ceded by said Conference to the said Marysville Methodist Episcopal Church, and by reason of such cession the title to said premises was, and now is vested in said A. J. Whitney, W.H. Cole, John H. Wood, C.D. Mills, John W. Southard, Samuel Amerine A.B. Swisher, A.G. Kirby and John M. Brodrick, as Trustees of said Marysville Methodist Episcopal Church, and Successors to the Grantees in said deed from Isaac Allen and wife aforesaid.

The said Central Ohio Conference at the time of ceding the said property to said Trustees as aforesaid authorized and Empowered said Trustees to Sell said premises and Use the proceeds thereof in the Construction of said New Church, as set forth in the first cause of action herein

Your Petitioners therefore Pray that they be authorized by the Court to Sell said premises set up in said first and Second Causes of Action herein. Either at Private Sale or Public Auction as to them May Seem best for the object and purpose herein before Set forth, and for all other proper relief in the premises

F. A. Thompson Jr.
John M. Brodrick
Attorneys for Petitioners

The State of Ohio } ss
County of Union }

John M. Brodrick, one of the Petitioners herein being Sworn Make Oath that the facts Stated in the foregoing Petition are as affiant believes True

John M. Brodrick

Sworn to by said John M. Brodrick before Me, and Signed by him in My presence this 14th day of October 1896.

(Seal)

J. McConnell Clerk of Court

November 16th 1896. The following Entry was filed in the Clerks office. To-wit:

No 7224
Entry

In the Matter of the Application of the Trustees of the Marysville Methodist Episcopal Church

Entry.

This day this cause came on for hearing on the Petition of the Trustees of the Marysville Methodist Episcopal Church, and the Same was Submitted to the Court on the Petition and the evidence.

On Consideration whereof the Court find that the Sale of the premises Prayed for in said Petition appears upon the hearing hereof to be desired by the Members of the said Marysville Methodist Episcopal Church and that it is right and proper that authority be given to accomplish the Same

It is therefore ordered and decreed by the Court that the said Trustees of

the Marysville Methodist Episcopal Church proceed to cause said premises to be appraised, and they are hereby authorized and Empowered to Sell the said premises in the first and Second causes of action at private Sale for not less than the appraised Value thereof: but if they deem best or if they fail to Sell the Same at private Sale then Said Trustees are authorized and Empowered to Sell the Same at public Auction by giving thirty days Notice thereof in Some Newspaper Published and in general circulation in Said Union County,

It is further ordered that Said Trustees be, and they hereby authorized and Empowered to Sell the buildings and lands Seperate;- It is further ordered that the terms of Said Sale May be Either cash in hand or in payments at the option of Said Trustees;- If in payments the time of the last payment Shall not exceed two years from the day of Sale, and the cash payment Shall not be less than one third the proceeds thereof, All defered payments Shall be secured to the Satisfaction of Said Trustees, and Shall bear interest at Six per cent per annum

Brodrick for Trustees

January 4th 1897, The following Land Appraisal was returned and filed with the Clerk of Court-

No 7224
Land Appraisal

The State of Ohio } ss
Union County }

## Land Appraisal

An Inquisition at the Township of Allen, in the County of Union, and State of Ohio on the 17th day of November A.D. 1896 before us the Trustees of the Marysville Methodist Episcopal Church Society of Said County

Whereas by Vertue of a certain Order issued from the Court of Common Pleas of Union County aforesaid, Wherein The Trustees of the Methodist Episcopal Church of Marysville Union County Ohio, returnable to Said Court within Sixty days from the date of Said Order Such proceedings have thereon been had, that the Trustees of Said Methodist Episcopal Church hath agreeable to the Statute in Such cases Made and provided, appraised the lands and tenements of the Said Methodist Episcopal Church To-wit:= The property Known as the Buck Run, Methodist Episcopal Church property Now in possession of and Controlled by the Marysville Methodist Episcopal Church Society by authority of the General Conference, and described as follows, To-wit; Situate in Allen Township, Union County Ohio part of Survey No 2669:= Beginning at the South-East Corner of the School House Lot;= Thence along the line of Said lot North 56, feet to a Stone;= Thence East 40 feet to a Stone;= Thence South 56 feet to a Stone in the line of the Marysville and North-Lewisburg Gravel Road;- Thence West 50 feet to the beginning,"

The House is hereby appraised at $ 100,00, The Lot above described appraised at $5.00 Total Appraised Value $ 105.00

And thereupon the Said Trustees of Said Marysville M. E. Church Society have Summond and Called an inquest of three disinterested Freeholders, resident Within Said County, to-wit J. D. Wood, W. M. Staley and C. A. Powers who being duly Sworn to Appraise the Said estate So Levied upon, Make return and Say, Upon actual View of Said premises forthwith after Such View, that the premises above described are of the Value in Money of One Hundred and five Dollars

In Testimony Whereof as well for the Said Trustees as aforesaid as the

No 7224
Report of Sale

ingment aforesaid have in this appraisment. Set our hands and Seals on the day and year first above written

J. DeWood (Seal)
Wm M. Staley (Seal)
C. A. Powers (Seal)

The State of Ohio }
Union County } ss

I do hereby Certify That the above Named appraisers were freeholders and residents of the County where said Lands are Situate. and that they were duly Summoned and Sworn before me according to law on the day and year first above Written

(Seal) W. M. Winget Notary Public

January 4th. 1897: the following Report of Sale was filed in the office of the Clerk of Court

Report of Sale.

No 2224
Report of Sale

Pursuant to the order of the Court of Common Pleas of Union County. Ohio. Made on the 16th day of November 1896, and according to the order thereof We on the 30th day of November A.D. 1896 Sold the real estate therein described (the Same having been before that appraised as required by law and the order of the Court) at private Sale to John W. Southard for the Sum of One Hundred and Five and 50/100 Dollars. for the property known as the Buck Run M. E. Church property described in the Second Cause of Action in the Petition of Said Trustees: Said Sale being to the highest bidder, and Said Sum being not less than the appraised Value of Said real Estate; and before Said Sale we caused notice to be given by Posting written Notices in conspicuous places in the Vicinity of Said property that they would. on the 28th day of November A. D. 1896 at Six O. clock P. M. offer Said Lands for Sale by Sealed bids being left at the Peoples Bank Marysville, Ohio. and they then and there So offered Said Lands and Sold the Same as above Stated by opening Said bids on Said November 30th 1896.

Given Under our hands this Fourth day of January A.D. 1897.

| | | |
|---|---|---|
| A. J. Whitney | A. B. Swisher | Trustees of the |
| W. H. Cale | A. G. Kirby | Marysville Methodist |
| John H. Wood | John M. Broderick | Episcopal Church |
| C. D. Mill | Samuel Amerine | |
| | J. W. Southard | |

January 4th 1897 Affidavit: When Sold at private Sale filed

The State of Ohio Union County ss

The above A. J. Whitney one of the within Named Trustees of the Marysville Methodist Episcopal Church being first duly Sworn Says that the private Sale Stated in the foregoing report of Sale of the Real Estate in the foregoing Order described was made after diligent Endevor to obtain the best price for the property to Sold and that the Sale reported was for the highest price that Could be obtained for the property A. J. Whitney

Sworn to before Me and Signed in my presence this 4th day of January 1897. (Seal) Arthur C. Longbrake Notary Public in Union County Ohio

January. 5th 1897 The following Entry was made and filed with the Clerk of this Court

No 7224
Entry

In the Matter of the Application of the Trustees of the Marysville M. E. Church

Entry

This day this Cause came on for hearing on Motion of the Trustees to Confirm the Sale of the premises heretofore made herein. and the Court having examined the said proceedings and Sale find that the Same have in all respects been Conducted according to law and the former order of this Court;

It is therefore Considered and ordered by the Court that the said Sale of the premises described in the Second Cause of action in said petition herein be. and the Same hereby is Approved and Confirmed. and the Trustees are hereby ordered to Execute and deliver to the purchaser. John W Southard a good and Sufficient deed for said premises. and that the Consideration therefor be Used by said Trustees as set forth in the order of said Court.

T. A. Thompson
John M. Brodrick
} Attorneys

November 11th 1896 The following Notice of Sale of Church Property was filed in the Clerks office To-wit

No. 7224
Notice of Sale

Notice is hereby given that A. J. Whitney, W. H Cole John H Wood, C. D. Mills, John W. Southard. Samuel Amrine, A. B. Swisher. A. G Kirby and John M. Brodrick, as Trustees of the Marysville Methodist Episcopal Church have filed in the Court of Common Pleas of Union County, Ohio their Petition praying for an order to Sell the following property of Said Society, Viz

First Tract:- Being 36 feet in Width off the West end of In Lot No 114 in the Village of Marysville, Union County, Ohio. and,

Second Tract:- Situate in Allen Township Union County, Ohio, part of Survey No 2669:- Beginning at the South-East Corner of the Schoolhouse lot, thence along the line of Said lot North 56 feet to a Stone; Thence East 90 feet to a Stone; Thence South 56 feet to a Stone in the line of the Marysville and North-Lewisburg Gravel Road; Thence West 90 feet to the beginning

The Said Second Tract was placed in the possession of Said Trustees by the Central Ohio Conference, at its Annual Session of 1896.

Said petition will be for hearing on November 16th 1896.

Oct 14th 96.

T. A. Thompson
John. M. Brodrick
} Attorneys for Petitioners

The State of Ohio Union County SS

The Undersigned being duly Sworn Says that a Copy of the annexed Notice was published for 4 Consecutive weeks in the Marysville Tribune, a Newspaper of general Circulation in the County of Union. the first Publication beginning with Oct. 14th 1896:

W. D Shearer

Sworn to and Subscribed before Me this 11th day of November 1896:

Printers Fee $ 10cts

J M Connell Clerk

No 7224
Order of Appraisal and Sale

7224
Appraisers Return

June 24th 1897.= Order of Appraisment and Sale filed in the Clerks office &c. Vit:

No 7224
Order of Appraisment and Sale

The State of Ohio
Union County ss

To the Trustees of the Marysville Methodist Episcopal Church

Whereas at a term of the Court of Common Pleas, in and for Said County, on the 16th day of November A.D. 1897 on the application of the Trustees of the Marysville Methodist Episcopal Church, in an action then pending therein and Numbered 7224, it was ordered, adjudged and decreed as follows, to-wit That the Said Trustees of the Marysville Methodist Episcopal Church proceed to Cause Said premises to be appraised, and they are hereby authorized and Empowered to Sell Said premises, in the first and Second Causes of action at private Sale for not less than the appraised Value thereof but if they deem best, or if they fail to Sell the Same at private Sale, then Said Trustees are authorized and Empowered to Sell the Same at public auction by giving thirty days notice thereof in Some Newspaper published, and of general Circulation in Said Union County Ohio.

The Said premises So described in the first Cause of action in Said Petition was as follows:

Situate in the Village of Marysville, County of Union and State of Ohio, Part of Lot Number One Hundred and fourteen (114):= Beginning at a Stone in the North-West Corner of Said In Lot No. 114. Thence with the East line of Walnut Street, a Southerly Course 5. poles to the South-West Corner of Said Lot; Thence Easterly, and Parallel with Fifth Street, and with the South line of Said Lot, 66. feet to a Stake in the South-West Corner of that part of Said Lot formerly owned by Catharine Richey; Thence Northerly with the West line of Said Catharine Richey Lot and Parallel with Said Walnut Street 5. poles to the South line of Said Fifth Street; Thence Westerly with the South line of Said Fifth Street 66. feet to the place of beginning; Being 66 feet (66) in Width off the West End of Said In Lot No. 114,

We therefore Command you: That you proceed to Carry Said Order, Judgment and decree into Execution, 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 24th day of June A.D. 1897

(Seal)

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

Return

7224
Appraisers Return

The State of Ohio
Union County ss

On the 24th day of June A.D. 1897 before me personally appeared W.L. James, C.M. Ingman, and Sol Buty within named, and Made Solemn oath that they would upon actual View, honestly, and impartially appraise the Real Estate herein described in pursuance of the foregoing order.

W. L. James
C.M. Ingman } Appraisers
Sol Buty

Sworn to and Subscribed before me this 24th day of June A.D. 1897

W.M. Winget J.P.

In obedience to the foregoing order after being first duly Sworn and upon actual View of the premises in the foregoing order described. we the Undersigned Appraisers Estimate the Value of Said Real Estate at (800.00) Eighteen Hundred Dollars June 24th 1897.

W.L. Jones
C.M. Ingman } Appraisers
Sol. Kelly

Affidavit. When Sold at Private Sale
Not Sold for want of bidders

February 26th 1898. The following Entry was filed in the Clerks office. To-wit.

No 7224 Entry

In the Matter of the Application of the Trustees of the Marysville Methodist Episcopal Church

Entry

This day this Cause Came on for hearing on the Application of the Trustees of the Marysville Methodist Episcopal Church to Set aside the Appraisment of the Real Estate described in the first Cause of action in the Petition herein filed. Made on June 24th 1897. and for a new order of appraisment of Said premises.

No 7224 Return

On Consideration Whereof it is ordered by the Court that Said Appraisment So made on June 24. 1897 be and the Same hereby is Set aside. and held for Naught. and a New order of Appraisment is granted herein

Brodrick for Trustees

December 15th 1898. The following order of Appraisment and Sale was filed in the Clerks office. To-wit

No 7224 Order of Appraisment and Sale

The State of Ohio
Union County } ss

To the Trustees of the Marysville Methodist Episcopal Church

Whereas. at a term of the Court of Common Pleas. in and for Said County. on the Sixteenth day of November A.D. 1897. in the Matter of the Application of the Trustees of the Marysville Methodist Episcopal Church in an Ex parte proceeding then Pending therein. and Numbered 7224. it was ordered, adjudged and decreed as follows. to-wit:

That the Said Trustees of the Marysville Methodist Episcopal Church. proceed to cause Said premises to be appraised. and they are hereby authorized. and Empowered to Sell Said premises in the first and Second Causes of action at private Sale for Not less than the Appraised Value thereof. but if they deem it best. or if they fail to Sell the Same at private Sale. then Said Trustees are authorized and Empowered to Sell the Same at Public auction by giving thirty days Notice thereof in Some Newspaper published and of general Circulation in Said Union County Ohio.

No 7224 Report of Sale

The Said premises So described in Said first Cause of action in Said Petition are as follows:= Situate in the Village of Marysville County of Union and State of Ohio:= Part of In Lot Number One Hundred and Fourteen (114):= Beginning at a Stone in the North-West Corner of Said In-Lot No. 114.: Thence with the East line of Walnut Street a Southerly Course 5 poles to the South-West Corner

of Said Lot; Thence Easterly and Parallel with Fifth Street, and with the South line of Said Lot, 66 feet to a Stake in the South-West Corner of that Part of Said Lot formerly owned by Catharine Richey; Thence Northerly, With the West line of Said Catharine Richeys Lot, and Parallel with Said Walnut Street 5 Poles to the South line of Said Fifth Street; Thence Westerly with the South line of Said Fifth Street 66 feet to the place of beginning; Being Sixty Six (66) feet in width off the West End of Said In Lot No. 114.

We therefore Command you:- That you Proceed to Carry Said Order, Judgment and decree into execution, and that you Make report of your proceedings herein, to our Court of Common Pleas, within Sixty days from the Date hereof and bring this order with you

Seal

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court this 12th day of December A.D. 1898

Josph N. Gosnell Clerk

---

December 15th 1898. The following Return was made and filed on the order of Appraisment and Sale D. vit"

No 7224
Return

Return

The State of Ohio
Union County } ss

On the 14th day of December, A.D. 1898 before me personally appeared Robert McCrory, Robert Hazlett and S. L. Laughrey within named and Made Solemn Oath that they would, Upon Actual View, honestly, and impartially Appraise the real Estate herein described in pursuance of the foregoing Order.

Robert McCrory
Robert Hazlett
S. L. Laughrey
} Appraisers

Sworn to and Subscribed, before me this 14th day of December, A.D. 1898.

W. M. Winget J. P.

In Obedience to the foregoing Order, after being first duly Sworn, and Upon Actual View of the premises, in the foregoing order described, We the Undersigned Appraisers, Estimate the Value of Said real Estate at Seven Hundred Dollars $700.00

December 14th 1898.

Robb McCrory
Robert Hazlett
S. L. Laughrey
} Appraisers

---

No 7224
Report of Sale

Report of Sale

Received this order, on the 12th day of December, 1898, and according to the Command thereof, on the 15th day of December A.D. 1898 Sold the real Estate therein described (the same having been before that Appraised as required by law and the order of the Court) at private Sale to Philip Burns; Said Sale being to the highest bidder, and Said Sum being not less than the Appraised Value of Said real Estate

Given Under our hands this Fifteenth day of December A.D. 1898

The Trustees of Marysville
Methodist Episcopal Church
By John M. Broderick
one of Trustees

---

No 7224
Affidavit

Deamber 15th 1898. Affidavit when Sold at Private Sale files

The State of Ohio
Union County } ss

Affidavit when Sold at Private Sale

The above Named John M. Brodrick, one of the Trustees of the Maysville M.E. Church being first duly Sworn, Says that the private Sale Stated in the foregoing report of Sale of the Real Estate in the foregoing order was Made after diligent Endevor to obtain the best price for the property. to Sold. and that the Sale reported is for the highest price that Could be obtained for the property

John M. Brodrick.

Sworn to before Me. and Signed in my presence this 15th day of December. 1898.
By Jno A. Gosnell, Deputy Clerk

January 5th 1899. The following Entry was filed in the Clerks Office
No 7224 To-wit
Entry

In the Matter of the Affliction of the Trustees of the Maysville Methodist Episcopal Church

Entry

This day this Cause Came on for hearing on Motion to Confirm the Sale heretofore Made herein of the 2nd tract discribed in the Petition herein, and the Court having Examined the return of the Said Trustees, find the Same in all respects in Conformity to law. and the order of the Court do Approve and Confirm the Same. And the Said Trustes having on December 27th 1898 Conveyed. Said premises to the purchaser Philip Burns. the Said Conveyance is Hereby ratified and Approved by the Court. in all respects the Same as if Made Subsequent to the Confirmation of Said Sale

Out of the proceeds of Said Sale, amounting to. 700 00. Said Trustes, are ordered to pay the Costs of this Proceeding Taxed at $---- and to use the remainder thereof in liquidation of the Mortgage indebtedness on the First Methodist Episcopal Church. of. Maysville. Ohio

Brodrick for. Trustes

Attest J. N. Gosnell

No 7644
Petition

No 7644
Affidavit for Publication

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable. Duncan Dow Judge of Said Court of the Term of April. To-wit. on the. 11th day of April. in the Year of Our Lord. One Thousand Eight Hundred and Ninety Nine

Be it Remembered that heretofore To-wit on the 16th day of February A.D. 1899. Eliza Webb filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Thomas Webb to-wit;

No 7644
Petition

Eliza Webb. Plaintiff
vs
Thomas Webb. Defendant

Union County Ohio
Court of Common Pleas
Petition

Plaintiff Says She has been a Resident of the State of Ohio for More than a year last past, and is Now a bona-fide Resident of Said County of Union

"That on the 20th day of February 1878 She was Married to the defendant. whome She prays May be Made a party hereto.

"That She has always Conducted herself as a dutyful wife toward the defendant. yet Notwithstanding her dutiful Conduct Said defendant has been guilty of gross Neglect of duty. and habitual drunkenness. for More than three years last past

The plaintiff is the owner of the following described Real Estate in which the defendant has an inchoate right of Dower

Discription

"Beginning at a Stake and Stone in the East line of Cynthiana Millers land and in the Center of the Wm Wharton and White Road. Thence with the Center of Said road S. 61° E. 41. poles to a Stake. and S.W. Corner to lands owned by A. Black. Thence with the West line of Said A. Blacks land N. 12° 15' E 77 poles to a Stake and Stone Thence N 79° W. 39 20/100 poles to a Stake and Stone; Thence South 12° 15' W. 65 60/100 poles to the beginning Containing 17 60/100 acres

Plaintiff therefore prays that She may be granted a Complete Divorce from Said defendant Thomas Webb, and that the Court Make a Decree in favor of plaintiff. divesting Said defendant of all his rights, or Expectancy of dower in Said premises. and for all proper Relief in the premises

Eliza Webb. by her Attorney
J. M. Kennedy

February. 16th A.D. 1899. The following Affidavit for Publication was filed in the office of the Clerk of Court of Union County; Ohio. To-wit.

No 7644
Affidavit for Publication

Eliza Webb. Plaintiff
vs
Thomas Webb. Defendant

Common Pleas Court of Union County; Ohio

Affidavit for Publication

Eliza Webb the above Named plaintiff Sweareth that Service of a Summons. and a Copy of the petition herein cannot

be Made within this State upon Said defendant Thomas Webb and that this action is brought by the Said Eliza Webb against the Said Thomas Webb for divorce in this Court and for Equitable relief according to the Statute in Such Cases Made and provided and further Saith Not

Eliza Webb

Sworn to and Subscribed by the Said Eliza Webb before me this the 15th day of February A.D. 1899

(Seal)

J. Edelblute
Notary Public

No 7644
Legal Notice

April 11th 1899 The following Legal Notice was filed in the Clerk of Courts Office of Union County Ohio To-wit

Legal Notice

Thomas Webb whose place of residence is Unknown will take Notice that on the 16th day of February 1899 in the Court of Commen Pleas of Union County Ohio. Where the action is now pending being Cause No 7644 the Undersigned Eliza Webb filed her petition against Said Thomas Webb praying for divorce from him and for restoration of all her property rights. The Said Thomas Webb is required to answer the petition in Said action not later than Six Weeks after its first publication or Such divorce and relief may be granted

Eliza Webb

J.M. Kennedy Attorny for Petitioner

No 7660
Petition

Feb 22nd 99 :- 6 W

The State of Ohio Union County ss:

The Undersigned being duly Sworn Says that a Copy of the annexed Notice was published for Six Consecutive Weeks in the Marysville Tribune" a Newspaper of general circulation in the County of Union the first publication beginning with February 22nd 1899

E.E. Smalley

Sworn to and Subscribed before me this 11th day of April 1899

J.M. Samuel Clerk

Printers fee $3.00

No 7644
Entry

April 11th 1899 The following Entry was filed in the Office of the Clerk of Courts To-wit:

Eliza Webb
vs
Thomas Webb

Entry

This day this Cause came on to be heard upon the petition of the plaintiff. The defendant being in default for answer and the Court being advised in the premises do find for the plaintiff

"First That She has been a resident of the State of Ohio for more than a year past and is Now a bona-fide resident of Union County Ohio:

"Further that due Notice of the pendancy of Said petition had been had on the defendant by Notice in the Marysville Tribune a Newspaper of General Circulation in Said County of Union

It is therefore considered ordered and adjudged by the Court that She be granted a Complete divorce from Said Thomas Webb upon the ground of Habitual Drunkness for More than three years last past

It is further adjudged and decreed by the Court that Said defendant be divested of all Claims or right of dower he may have in and to the real Estate described in plaintiff petition and recover her Costs herein Expended Taxed at $

Attest J. M. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville; Within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Doe Judge of Said Court of the Term of April; To. Wit on the 10th day of April in the Year of Our Lord. One Thousand Eight Hundred and Ninety Nine

"Be it remembered that heretofore To. Wit on the 11th day of March 1899. the Milwaukee Harvester Company filed in the Clerk's Office of the Said Court of Common Pleas the following Petition against A. W. Hawley To: Wit

No 7660
Petition

Milwaukee Harvester Company Plaintiff

vs

A W. Hawley Defendant

Common Pleas Court,
Union County Ohio

Petition

Plaintiff Says, that it is a Corporation duly Organized Under, and by Virtue of the laws of Wisconsin, and doing business as Such Corporation in the State of Ohio, by Virtue of the laws thereof

Plaintiff Says, that the Said defendant. A. W. Hawley is indebted to it in the Sum of thirty three Dollars, With interest at the rate of 8 per Cent per annum. from the 14th day of July, 1894, Upon a promissory Note, a Copy of Which Note is in the Words and figures following. to-wit.

$33.00 Dated Marysville O. July 14th 1894.

For Value received, in one Milwaukee Binder. I the Undersigned premise to pay to the Milwaukee Harvester Company. or Order, on or before the first day of September 1895. the Sum of thirty Three Dollars, With interest at the of Eight per Cent per annum from date. Until paid. provided if this Note is paid When due. the interest Shall be Six per Cent per. annum.

Payable at the Banking Office of Henderson & Rullington in Union County. State of Ohio.

The indorsers, Signers. Sureties and guarantors Severally. Waive presentment for payment. protest and Notice of protest and Notice of Non-payment of this Note. and dilligence in bringing Suit against any party to this Note. and agree that the time of payment May be extended without Notice or other Consent. and without effecting their liability.

Signed A. Hawley.

There are No Credits or indorsements on Said Note,

And the Said plaintiff further Says that the full amount of Thirty Three Dollars. with the interest as aforesaid. is now due thereon, that it has never

parted with the ownership of said Note, and that it is still the legal owner and holder thereof

Wherefore the said plaintiff prays judgment against said defendant, A. W. Hawley, for the said Sum of $33.00 Together with interest thereon at the rate of 8 per cent per annum from the 14th day of July A.D. 1894,

Second Cause of Action

The plaintiff Says that there is due to it from the defendant, A. W. Hadley as Maker upon a certain promissory Note, a copy of which with all the indorsments thereon is hereinafter Set forth, the Sum of $33.00 with interest thereon from July 14th 1894 at the rate of 8 per cent per annum from date until paid. Said promissory Note with all the Credits and indorsments thereon is in the Words and figures following To-wit:

$33.00 Dated Marysville Ohio July 14th 1894

For Value received in One Milwaukee Binder, I the Undersigned promise to pay to the Milwaukee Harvester Company or order, on or before the first day of September 1896, the Sum of Thirty Three Dollars, with interest at the rate of Eight per cent per annum from date until paid, provided, that if this Note is paid when due the interest Shall be Six per cent per annum.

Payable at the Banking Office of Henderson and Fulsington in Union County State of Ohio,

The Indorsers, Signers, Sureties, and Guarantors severally waive presentment for payment, protest and Notice of protest, and Notice of Non-payment of this Note, and diligence in bringing Suit against any party on this Note, and agree that the time of payment may be Extended Without Notice, or other Consent, and without affecting their liability.

(Signed) A. W. Hawley

There are No Credits or Indorsments on Said Note.

And the Said plaintiff Says, that the full Amount of Thirty three Dollars, with the interest as aforesaid, is now due thereon; that it has never parted with the ownership of Said Note, and that it is still the Legal owner and holder thereof

Wherefore the Said plaintiff prays Judgment against Said defendant, A. W. Hawley, for the Sum of $33.00 Together with the interest thereon at the rate of 8 per cent per annum from the 14th day of July A.D. 1894 and its Costs.

Third Cause of Action

And for its third cause of action, this plaintiff Says, that there is due to it from the defendant A. W. Hawley, as Maker upon a certain promisory Note, a copy of which with all the Credits and Indorsments thereon, as hereinafter Set forth the Sum of $34.00 With interest from July 14th 1894 at the rate of Eight per Cent per annum from date until paid, Said promisory Note with all the Credits and Indorsments thereon is in the Words and figures following, To-wit,

No 7660
Receipt

$34.00 Dated Marysville O. July 14th 1894

For Value received in one Milwaukee Binder I the Undersigned

premise to pay to the Milwaukee Harvester Company. or Order on or before the first day of September 1897. the Sum of Thirty Four Dollars with intent at the Rate of Eight per Cent per annum from Date Until paid provided. that if this Note is paid when due the Interest Shall be Six per Cent per annum.

Payable at the Banking Office of Henderson and Fullington in Union County State of Ohio.

The indorsers. Signers. Sureties and guarantors severally. waive presentment for payment. protest and Notice of protest. and Notice of Non-payment of this Note. and diligence in bringing Suit against any party to this Note. and agree that time of payment May be extended without Notice or other Consent. and without affecting their Liability

(Signed) A. W. Hawley

There are no Credits or endorsments on Said Note.

And this Plaintiff Says that the full Sum of Thirty Four Dollars with the interest as aforesaid is now due. and Unpaid thereon and that it has never parted with the Ownership of Said Note. and that it is Still the legal owner and holder Thereof

Wherefore. the Said plaintiff prays Judgment against Said defendant A.W. Hawley for the Sum of Thirty Four Dollars ($34 00) Together with the interest thereon at the rate of Eight per Cent. per annum. from the 14th day of July A.D. 1894. and for Costs.

Plaintiff therefore prays Judgment against the defendant. A.W. Hawley. in the full Sum of $137 23 principal and interest Contained in and Constituting the three Causes of action herein. with interest at the rate of Eight per Cent per annum from the 14th day of March 1890. and for its Cost herein expended

Robt McCrory
Attorney for Plaintiff

State of Ohio Union County: ss:

Robert McCrory. being duly Sworn. Says. that he is the Attorney duly authorized for Said plaintiff in this action. and that the pleading to be Verified is founded upon a Writen instrument for the payment of Money. and that Such instrument is in his possession. and that he believes the facts. and allegations to be True

Robert McCrory

Sworn to by Robert McCrory. and Subscribed in my presence this 11th day of March A.D. 1899.

(Seal)

J.M. Gosnell Clerk of the Court of Common Pleas

No 7660 Precipe

March 11th 1899 The following Precipe was filed in the Clerk of Courts Office To-Wit-

To the Clerk

Issue Summons in the foregoing Cause directed to the Sheriff of Union County: Indorse amount Claimed $187 83 with interest at 8% per cent per annum from March 14th 1899.

Robt McCrory Attorney for Plaintiff

On the 11th day of March A.D. 1899 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 Union County.

No 7660 Summons

You are hereby commanded to Notify A.W. Hawley, That he has been Sued by Milwaukee Harvester Company in the Court of Common Pleas of Union County. and Must answer by the 8th day of April, A.D. 1899, or the Petition of the said plaintiff will be taken as true, and Judgment rendered accordingly

You will Make due return of this Summons on the 20th day of March A.D. 1899

Witness my hand and the Seal of said Court this 11th day of March A.D. 1899

(Seal)

J.N. Gosnell Clerk

---

On March 14th 1899, the following return was made on the above Summons by the Sheriff of Union County Ohio To-wit

No 7660 Sheriffs Return on Summons

The State of Ohio Union County ss

Sheriffs Return

Received this writ March 18th 1899. at 8. O'clock A.M. and Served Same by Delivering a true and certified Copy of this writ with all of the indoroments thereon to A.W. Hawley personaley on March 14th 1899.

J Ed Robinson Sheriff

| | | |
|---|---|---|
| Sheriffs Fees | | |
| Service & Return | | 50 |
| Mileage | | 48 |
| Copy | | 15 |
| Total | 1 | 13 |

---

April 10th 1899. The following Entry was filed in the Clerk of Courts office To-wit:

No 7660 Entry

Milwaukee Harvester Company Plaintiff

vs

A.W. Hawley. Defendant

Court of Common Pleas. Union County Ohio

Entry

This day this cause was Submitted to the Court by by the plaintiff. and the Court finds that the said defendant. A.W. Hawley has been duly Served with Summons, and is in default for Answer or Demurrer to the petition herein - the petition is taken as confessed by him

Whereupon it is adjudged by the Court that the said plaintiff the Milwaukee Harvester Company. Recover against the said A.W. Hawley. the maker of the said promissory Note described in the petition. the Sum of One Hundred and Thirty Eight Dollars and Fifteen Cents ($138.15) with interest thereon at the rate of 8. per cent per annum from the 10th day of April A.D. 1899, it being the 1st day of the present term of this Court - Together with its costs in. this behalf incured. Taxed at $

Attest J.N. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of Said Court of the Term of April To-wit on the 17th day of April in the year of Our Lord One Thousand Eight Hundred and Ninety Nine.

Be it Remembered that heretofore To-wit on the 30th day of August A.D. 1898 Ora Blakely filed in the Clerks office of the Said Court of Common Pleas the following Petition against George H. Blakely To-wit;

No 7587 Petition

Ora Blakely Plaintiff
vs
George H. Blakely Defendant

State of Ohio: County of Union: Court of Common Pleas

Petition for Divorce and Alimony

Now Comes the Plaintiff and Says that 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 the 2nd day of October 1895 She was Married to the Said defendant at Marion Ohio One Child which died in its infancy was born to them.

That the defendant for more than two years last past has failed and willfully Neglected and refused to provide Plaintiff with the Common Necessaries of life and refused to provide a house in which the plaintiff to live. So that plaintiff has been Compelled to live upon the Charity of friends and her own exertions; He was profligate and dissipated

The defendant was a Strong healthy Young Man of 28 years of age and could have Made a good Living for himself and Wife

Plaintiff has been ready to perform her duties as Wife faithfully and well. While the defendant has failed to perform his duties as husband and grossly Neglected them as aforesaid. He also has interfered with the plaintiff Making a Living for herself and annoyed her and the parties with whom She lives by pounding on the Window and door at Night. He also has Stolen plaintiffs Jewelry Dresses and Clothing and Sold them and Squandered the proceeds thereof. Notwithstanding the defendants Marital duties he is Constantly in Correspondence with other Women.

Wherefore the plaintiff asks that She may be Divorced from the defendant and that She may be restored to her Maiden Name Ora Davis that She be decreed to have reasonable Alimony and Such other relief as is proper and that the defendant be enjoined from interfearing with the plaintiff in any way and with her property.

H. V. Spicer
Atty for Plaintiff

State of Ohio County of Union ss.

Ora Blakely being duly Sworn Says that the Statements and allegations Made in the fregoing pleading are true as She Verily believes

Ora Blakely

Sworn to and Subscribed before me this the 29th day of August 1899

R. E. Barnes
Notary Public

No 7587
Affidavit for Publication

The State of Ohio County of Union ss
Ora Blakley being duly Sworn: Says that She is the plaintiff in the foregoing proceeding, and that the residence of the defendant is Unknown, and cannot with reasonable diligence be ascertained
Ora Blakley
Sworn to and Subscribed before me this 29th day of August 1898
E. P Barnes
Notary Public
Seal

August 30th 1898. The following Order of Injunction was allowed and issued by the Probate Judge and filed in the Clerks Office. To-wit.

No 5787
Order of Injunction

Ora Blakely, Plaintiff
vs
George H. Blakley, Defendant

Order of Injunction
Before the Probate Judge

Motion for Temporary Injunction in the Court of Common Pleas. Union County Ohio

And now this 30th day of August 1898, came the plaintiff by Henry. V. Spicer her Attorney, and it being made to appear that there is at this time no Common Pleas, circuit, or Supreme Judge within said County, the Motion of the plaintiff for a temporary injunction, came on and was heard upon the petition of the plaintiff, and the affidavit thereunto filed, and after hearing the argument of Counsil, and being fully advised in the premises it is considered, and ordered, that a temporary injunction be and the same is hereby is allowed in this case, to restrain the said defendant from interfering with plaintiff personally or with her property in any way, as prayed for in said petition

It is further ordered that the Clerk of the Court of Common Pleas issue Summons in this case. Endorsed injunction allowed, Without Bond

James Mc. Campbell
Probate Judge

No 7587
Entry

No 7587
Certificate of Copy

The State of Ohio Union County ss
I. James Mc. 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 30th day of August 1898.

James Mc. Campbell
Judge and Ex-officio Clerk
Seal

No 7587
Legal Notice

Ora Blakley Plaintiff
vs
Geroge H Blakley Defendant

Legal Notice
Court of Common Pleas Union County Ohio

George H. Blakley whose residence is Unknown will take Notice that on the 30th day of August 1898. Ora Blakley, filed her petition in the Court of Common Pleas Union County Ohio, being Cause No 7587. praying for divorce from George H. Blakley on the grond

of gross Neglect of duty. to be restored to Maiden Name. a reasonable alimony, and an injunction against the defendant interfearing with the person and property of the Plaintiff = Temperary injunction was granted
The cause will be for hearing on and after October 18th 1898
H. V. Spicer Atty for Plaintiff

August 31st 1898. - 13-56.

No 7587
Proff of Publication

The State of Ohio
Union County } ss

Proff of Publication

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 August 31st 1898.
A. J. Hare
Sworn to and Subscribed before me this 17th day of April 1899.
(Seal)
J. McConnell Clerk of Court

No 7587
Entry

Ora Blakley Plaintiff
vs
George H. Blakley. Defendant

Entry

This Cause came on to be heard on the pleadings and evidence. the defendant being in default of answer though duly Served with process together with a copy of the petition according to law.

And upon due consideration thereof the Court finds that plaintiff was a Resident of the State of Ohio for one year Next preceding the filing of her petition, and at that time was a bona fide Resident of the County of Union. and that the parties were duly Married as Stated in her petition

The Court further finds that the defendant has been guilty of gross Neglect of duty to said plaintiff and by reason thereof the plaintiff is entitled to a divorce as prayed for

It is therefore adjudged. and decreed that Marriage Contract heretofore existing between the parties hereto be, and the Same is hereby dissolved. and both parties are released therefrom, and that the said plaintiff be restored to her Maiden Name, Ora Davis.

It is further Considered that said plaintiff Recover of said defendant the Costs of this Suit. and is hereby allowed as reasonable Alimony the Sum of $100.00 payable $25.00 the 17th day of April each year until the full Sum of $100.00 is paid. and execution is awarded against said defendant for the Collection of Costs and of said Sum and instalements thereof. when due

Attest J. McConnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doss Judge of Said Court of the Term of April, To-wit on the 1st day of May, in the year of our Lord, One Thousand, Eight Hundred and Ninety Nine

Be it remembered that heretofore To-wit on the 2nd day of March A D, 1899, Clara E Moon filed in the Clerks Office of the Said Court of Common Pleas, the following petition against Spencer Moon To-wit;

No 7653 Petition

Clara E. Moon, Plaintiff
vs.
Spencer Moon, Defendant

Court of Common Pleas, of Union County Ohio
Petition for Divorce

Clara E Moon the plaintiff aforesaid, Says She is and has been for More than one year last past been a bona-fide Resident of the State of Ohio and of Union County,

That on the 24th day of November 1894 She was Married to Said defendant Spencer Moon

That at No time Since then Marriage aforesaid has the Said defendant Contributed to her Support in any Manner whatever= but on the Contrary altho in good Health and Strong and able to So Contribute to her Support. he Wilfully and Cruelly Neglected her by failing to Support her.

That on or about the 24th day of July 1896, the Said defendant Without any just Cause or justification whatever, So far as this plaintiff is Concerned, Wilfully and Cruelly abandoned her, and has Ever Since Wholly Neglected to Support her to any extent whatever, and has Wholly failed to perform his Marital duties toward Plaintiff, and that he Utterly refuses to return to her, and has not returned to her Since Said July, 1896,

That when She was Married to defendant She was the owner of a Considerable Sum of Money, and property and that Said defendant Wasted and lost the Same during their Married life and Cruelly left her destitute Without any Means of Support, Except by her own Labor, and although he well Knew her destitute Condition he Cruelly refused to Contribute to her Support and refuses to live with her and Wholly Neglects her.

That Plaintiff Ever Since the Marriage aforesaid to the defendant has Conducted Herself toward him as a faithfull and Obedient wife.

That there are No Children as the issue of Said Marriage, and that her Maiden Name was Clara E Marriott.

Wherefore She prays Judgment divorcing the Said plaintiff and defendant and dessolving the Said Marriage, and that She be restored to her Maiden Name, and for Such other and further relief as is right and proper and for Costs of this Suit

Robinson & Woodburn Attorneys for Plaintiff.

No 7653 Precipe

Clerk

Issue Summons directed to Sheriff of County Ohio for Spencer Moon, Endorse, Petition for divorce

No. 7653 Summons

No 7653 Sheriffs Return on Summons

No 7653 Entry

No. 7653
Summons

March 3rd 1899. The following Summons was issued by the Clerk and delivered to the Sheriff of Union County Ohio, To-wit

The State of Ohio
Union County ss

Summon in Divorce

To the Sheriff of Union County

You are commanded to Notify Spencer Moon, that Clara E. Moon has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is hereunto delivered to you to be Served on him) Charging him with gross Neglect of duty, and asking that She be divorced from him, and other and proper relief Said petition will Stand for hearing during the term of Said Court next ensuing, and Six weeks from, and after the Service of this writ.

You will Make due return of this Summons on the 18th day of March, A.D 1899.

Seal

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 3rd day of March A.D, 1899,

Jasper N. Gannett
Clerk

---

March 4th 1899. Return was Made on the above Summons by the Sheriff of Union County To-wit:

No 7653
Sheriffs Return on Summons

| Sheriffs Fees | | |
|---|---|---|
| Service | | 40 |
| Copy | | 15 |
| Mileage | | 32 |
| Return | | 25 |
| Total | 1 | 12 |

Received 8. O'Clock A.M. on the 4th day of March A. D. 1899. and on the 4th day of March A.D. 1899. I Served the Same by Personally handing to Spencer Moon, a true Copy thereof, together with a true and Certified Copy of the Petition thereof

J. Ed Robinson Sheriff
By. Allen Haines Deputy

---

May 1st 1899. The following Entry was filed in the Clerks Office to-wit:

No 7653
Entry

Clara E. Moon Plaintiff
Vs
Spencer Moon Defendant

Court of Common Pleas of Union County Ohio

Entry

This day this Cause came on to be heard by the Court and thereupon came the Plaintiff, and Defendant came not but Made default herein. and this Cause was Submitted to the Court upon the pleadings and Evidence, and the Court being fully advised in the premises finds for the plaintiff, and that the defendant was duly Notified of the pendancy of this Suit according to law and that the allegations of the plaintiffs petition are true, and that Said Plaintiff ought to be divorced from defendant and be restored to her Maiden Name.

It is therefore considered, ordered and adjudged and decreed by the Court, that Said Clara E. Moon be, and that She is hereby divorced from the Said Spencer Moon, and that She is hereby restored to her Maiden Name, to wit: Clara E. Mowatt, and and She recover of the defendant her costs herein expended Taxed at $.

Attest J. N. Gannett Clerk

Robinson & Woodburn Attorneys for Plaintiff

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow. Judge of Said Court of the Term of April. A.D. 1899. on the 3rd day of May in the year of Our Lord One Thousand Eight Hundred and Ninety Nine

Be it Remembered that heretofore. To-Wit. on the 15th day of March A.D. 1899. Minnie White filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Isaac N. White to-wit.

No 7662
Petition

Minnie White. Plaintiff
vs
Isaac N. White Defendant

State of Ohio. Union County ss;
Court of Common Pleas
Petition

Plaintiff Says that She is a bona-fide resident of Union County Ohio. and has been a resident of the State for more than a year past.

That on the 24th day of November 1884 at Delaware in the County of Delaware State of Ohio She was Married to the defendant; That there are no Children living the issue of Said Marriage

That the Said defendant has been wilfully absent from Plaintiff for more than three years last past and wholly disregarded ale Marital duties

Farther that for more than three years past defendant has been guilty of gross Neglect of duty toward the plaintiff in that he has wilfully Neglected to provide this plaintiff with the Common Necessaries of life. That he has Never Contributed to her Support in any Manner and She has been Compelled to Support herself. and rely on assistance of her relations - That his abandonment of her was without Cause. That She fully complied with her part of Said Marriage Contract.

Wherefore plaintiff Prays the Court that She be Divorced from Said defendant and that She be restored to her Maiden Name. Minnie Boyd. and for Such other and further relief as She may be entitled in Equity

J. H. Kinkade Atty for Plaintiff

State of Ohio
Union County ss

Personally appeared the plaintiff. Minnie White who being duly Sworn. Says that the facts and Allegations Stated in her foregoing Petition are true

Minnie White

Signed by Said Minnie White and Sworn to by her before Me this 15th day of March. 1899

Thomas Mulcahy
Notary Public.

No 7662
Affidavit for
Service by publication

No 7662
Legal Notice
and Proof of
Publication

March 15th 1899. the following Affidavit for Service by Publication was filed in the office of the Clerk &c-wit

No 7662
Affidavit for Service by publication

Minnie White. Plaintiff
vs
Isaac N. White. Defendant

State of Ohio. Union County ss.
Court of Common Pleas
Affidavit for Service by. Publication

Minnie White the Plaintiff in the above entitled action, being first duly Sworn Says that this action is brought against the defendant, Isaac N White in this Court for divorce, according to the Statute in such cases Made and Provided. That the residence of the said defendant is to this plaintiff unknown, and that and that She has been unable by the exercise of reasonable diligence to ascertain the same, for that reason Service of Summons and a Copy of the Petition cannot be Made in this State Nor is the said Plaintiff able to Mail a copy thereof to said defendants place of residence

Minnie White

Sworn to and Subscribed before me this 15th day of March 1899

Seal

Thomas Mulcahy
Notary Public

May. 3rd 1899. The following Legal Notice was filed in the office of the Clerk of Court. &c-wit.

No 7662
Legal Notice and Proof of Publication

Legal Notice

Minnie White
vs
Isaac N. White

J. H. Kinkade Attorney No. 7662
In the Court of Common Pleas. Union County. Ohio

The above named defendant. Isaac N. White. will take Notice that on the 15th day of. March. 1899. the Plaintiff. Minnie White in said Court filed her Petition. asking to be divorced from the said defendant. Upon the grounds of Wilful absence for More than three years last past. and for gross Neglect of duty on the part of said defendant. and for restoration to her Maiden Name. Said application for divorce will be for hearing by said Court after the legal publication of this Notice. &c-Wit. on the 1st day of. May. 1899.

March. 22nd 1899.- 6-W.

Minnie White Plaintiff

The State of Ohio. Union County. ss.

The Undersigned. being duly Sworn, Says that a copy of the annexed. Notice was published for 6. Consecutive Weeks in the Marysville Tribune. a Newspaper of general Circulation in the County of Union. the first publication. beginning with March 22nd 1899.

W. O. Shearer

Sworn to and Subscribed before me this 8th day of May. 1899.

Printers Fees. Paid

J. M. Gasmill Clerk

May. 3rd 1899 the following Entry was filed in the Clerks. Office of this Court. To. wit:

The State of Ohio. Union County. ss.

No 7662 Entry

Minnie White Plaintiff
vs
Isaac. N. White. Defendant

Court of Common Pleas. No. 7662
Decree

This Cause came on to be heard on the Petition and Evidence. The defendant being in default for Answer or Demurrer although being duly Served by Publication in the Marysville Tribune a Paper of general Circulation in Said County according to law.

No. 7671 Petition

Upon due Consideration of the Pleadings, and Evidence. The Court finds that the allegations in the Petition are true. That the Plaintiff was a resident of the State of Ohio for one year next Preceding the filing of her Petition. and at that time was a bona-fide resident of this County of Union. and that the parties were duly Married as Stated in the Petition= The Court finds that the defendant was guilty of wilful absence from the plaintiff for 3. years Prior to the filing of her Petition herein, and that in this and in failing to provide any thing for her Support for More than three years last past he has been guilty of gross. Neglect of duty to Said Plaintiff. and by reason thereof the Plaintiff is Entitled to a divorce as prayed for.

It is therefore adjudged and decreed that the Marriage Contract heretofore Existing between the parties herein be. and the Same is hereby dissolved and both parties released therefrom. and that Said Plaintiff is hereby restored to her Maiden Name of Minnie Boyd.

It is further ordered that Said plaintiff pay the costs herein and be Entitled to Recover Same of Said Defendant and Judgment against him therefor

May. 3rd / 99

/ Kinkade

Attest J N. Goodell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court, of the Term of April To-wit: on the 10th day of April in the year of our Lord, One Thousand Eight Hundred and Ninety Nine.

Be it Remembered that heretofore, To-Wit, on the 10th day of April A.D. 1899. W. C. Tullington filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against W. Y. Roots, and M. L. Roots To-wit

Petition and Answer in Cognovit

No. 7671 Petition

The State of Ohio } ss
Union County

Court of Common Pleas

W. C. Tullington Plaintiff
vs
W. Y. Roots and
M. L. Roots, Defendants

Petition

The Plaintiff Says that this action is founded upon a promissory Note for the Unconditional payment of Money only, of which the following is a copy, with all the Credits and indorsements thereon to-wit

$600- Marysville Ohio Sept. 26th 1898

Ninety days after date, as principal debtors, we jointly and Severally promise to pay to the order of W. C. Tullington, Six Hundred Dollars, for Value received, with 8 % int from date

And we hereby dispence with demand of payment of this Note, and authorize any Attorney at-law to appear for us, or Either of us, at any time after the Same Shall become due, in any Court of record, in the State of Ohio, or Elsewhere, and waive the issuing and Service of process, and confess judgment against us or Either of us, in favor of the holder or holders of this Note for the amount of Said Note, with Eight per cent interest payable annually after the Same Shall become due, Together with Costs of Suit, and release all Errors, and waive all right of Appeal in this behalf.

Witness our hands and Seals this 26th day of Sept. 1898

#6252. Due Dec. 26th /98 Cop W. Y. Roots (Seal)
M. L. Roots (Seal)

No payments have been Made on Said Note.

There is due to Plaintiff, from the Defendants, on Said Note the Sum of Six Hundred and Twenty Six Dollars, which he Claims, With interest from the 10th day of April A. D. 1899, at Eight 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. W. Porter being Sworn Says that he is one of the attorneys for the Plaintiff and authorized in the premises, and that the facts Stated, and allegations in Said Petition are as affiant believes True, That this pleading is founded on a writen instrument for the Payment of Money and is in affiants possession as Such Attorney E. W. Porter

Sworn to before Me and Signed in My presence this 10th day of April A.D. 1899

(Seal) J. N. Gosnell Clerk of Court

No 7671
Answer

W. C. Fullington. Plaintiff
vs.
W. J. Roots and
M. L. Roots Defendants

Court of Common Pleas. Union County. Ohio

Answer

The defendants W. J. Roots and M. L. Roots by. W. W. Merchant their Attorney, and an Attorney at Law, of record in this Court duly authorized therefor by the Warrant of. Attorney Embraced in the Note Sued on in this Suit, and which Note, with the accompanying. Warrant, of Attorney. is produced and Shown to the Court, and filed herewith. Now Come. and Waive the issuing and Service of process in this action. and hereby enter their appearance herein. and Said Defendants by their 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 Six Hundred and Twenty Six Dollars. bearing interest at 8. per Cent. per annum. and therefore for that Sum. with interest from April 10th 1899. at 8. per Cent per annum. and accruing Costs. We 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

Petition

W. W. Merchant Attorney for Defendant

Entry

No 7671
Entry

W. C. Fullington Plaintiff
vs
W. J. Roots and M. L. Roots
Defendants

Court of Common Pleas. Union County Ohio.

Judgment by. confession for $626.00

This day Came the Plaintiff by. Porter & Porter. his Attorneys and filed his Petition against Said Defendants. and thereupon. W. W. Merchant an Attorney at-Law of this Court. by Virtue of a Warrant of Attorny for that purpose. duly Executed by Said Defendants Now produced in open Court. proven Shown to the Court. and filed with the Clerk thereof. Appeared in Open Court in behalf of the Said Defendants Waived the issuing and Service of Proces. 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 Six Hundred and Twenty Six 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 W. C. Fullington Plaintiff do recover of the Said W. J. Roots and M. L Roots the Said Defendants the Sum of Six Hundred and Twenty Six Dollars So Confessed. as aforesaid. with interest from April 10th 1899 at 8 per cent per annum. and also Costs in his behalf Expended. Taxed to $ and by Virtue of Said Warrant

of Attorney all errors in this action Judgment and proceedings, and all proceedings. petitions and Writs of Error thereon, are by Said Defendants Waived and released.

Attest J. N. Gossard Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of Said Court of the Term of April. To-wit: on the 17th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore. To-wit: On the 8th day of December A.D. 1898. E. J. Rogers filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against John H. Wood et al. To-wit:

Petition

E. J. Rogers = Plaintiff
V.S
John H. Wood, Abbie K. Wood
The Michigan Mutual Life
Insurance Company, Baron B.
Robinson Executor of James
W. Robinson, dec'd, the 1st National
Bank of Delaware O. Susan A.
Richardson, Administratrix of
the Estate of Wm M. Smith dec'd.
A. B. Robinson George A. Clark
& Bro. Thaddeus Wood, S. N. McCloud
Bank of Marysville

Court of Common Pleas.
Union County Ohio

Petition

Plaintiff Says: That on or about the 6th day of May, A.D. 1895, the Said defendant John H. Wood duly executed and delivered to this Plaintiff his one certain promissory Note of that date, for the Sum of One Thousand Dollars, with interest at the rate of Six and one half per cent. per annum, payable Semiannually, from date, a Copy of Which Note, With all Credits and indorsments thereon is as follows, To-wit:

$1000 00

Marysville O. May 6th 1895.

Five years, after date, for Value received, I promise to pay to the order of E. J. Rogers, One Thousand Dollars, with interest from date until paid, at the rate of 6½ per cent per annum payable Semiannualy, as per 10 Coupons hereto attached. Both Principal and interest are payable at the Bank of Marysville, Ohio. Upon failure to pay any of the interest at Maturity, or to perform any of the Covenants or Conditions Contained in the Mortgage Securing this Note, then the Whole of the principal, and accrued interest Shall, at the option of the holder hereof, become due, and payable without further Notice

John H. Wood

That, There are no Credits Nor indorsments on Said Note,

Second Cause of action

Plaintiff Says That on or about the 6th day of May 1895 the Said Defendant John H. Wood. duly Executed and delivered to this Plaintiff his Certain Coupon Note. for the Sum of Thirty two. and 50/100 Dollars. With interest at the rate of 8 per cent. after Maturity of Which Note the following is a Copy with all Credits and indorsments thereon To-wit;

$32 50/100 Marysville O. May 6th 1895

Thirty Months after date I. promise to pay to the order of E. J. Rogers. Thirty-Two and 50/100 Dollars. for Value received. With interest from date of Maturity until paid at the rate of. 8. per cent. per annum being the interest on one principal Note of $1000 00 of even date herewith. Payable at. Marysville O.

John H. Wood. No. 5.

There are no Credits Nor indorsments on Said Note.

Third Cause of action:

Plaintiff Says: That on or about the 6th day of May. 1895. the Said Defendant. John H. Wood. duly executed and delivered to this Plaintiff his one Certain promissory Note of that date for the Sum of Thirty-Two and 50/100 Dollars. With interest at the rate of. 8. per cent per annum. after Maturity. of which the following is a Copy. with all Credits and indorsments thereon To-wit.

$32 00/100 Marysville O. May 6th 1895.

Thirty Six Month after date. I. promise to pay to the order of E. J. Rogers. Thirty-Two and 50/100 Dollars. for Value received. With interest at the rate of. 8 per cent. per annum. being the interest on one principal Note for $1000 00 of even date herewith. payable at Marysville.

John H. Wood. No. 6.

That there are No Credits Nor indorsments on Said Note and that the Same is far past due and Unpaid.

Fourth Cause of action

Plaintiff Says; That on or about the 6th day of. May. 1895. the Said Defendant. John H Wood. duly executed and delivered to this Plaintiff his one Certain Coupon promissory Note of that date. for the Sum of Thirty-Two and 50/100 Dollars. With interest at the of 8. per cent. after Maturity. a Copy of Said Note is as follows. With all Credits and indorsments thereon To-wit.

$32 50/100 Marysville O May 6th 1895.

Forty-Two Month after date. I. promise to pay to the order of E. J. Rogers. Thirty-Two and 50/100 Dollars for Value received. With interest from date of Maturity. until paid. at the rate of. 8. per. cent. per annum being the interest on one principal Note for $1000 00 of even date herewith payable at. Marysville O.

John H. Wood No. 7.

That there are No. Credits Nor indorsments on Said Note. that Said Note is far past. due and Wholly Unpaid.

Fifth cause of action:- Plaintiff further Says: That to Secure the prompt payment of Said principal Note and the Said Coupon interest Notes, as Set forth in the 2nd, 3rd & 4th causes of action herein, and four Such interest Notes that have been paid, and three others which are not due, The Said Defendants John H. Wood, and the Defendant, Abbie R. Wood, Wife of the Defendant, the Said John H. Wood duly executed, acknowledged and delivered to this Plaintiff the Said Abbie R. Wood joining with her Said husband in the granting part, the Signing, and acknowledgment thereof, their one certain deed of Mortgage, bearing date on the 6th day of May, 1895, and thereby conveyed to this Plaintiff, in fee Simple, freed from all rights, including that of dower of the Said Abbie R. Wood, in and to the Same, the following described lands, tenements, and hereditaments, Situate in Said County of Union, and State of Ohio, in the Village of Marysville, and being part of In Lot No 58, in Said Village,

"Beginning at the East line of Main Street, at the Center of the North Wall of the Henry S. Long's Brick Block, on Lot No 58, Thence North with the East line of Main Street, Twenty-Four and 25/100 (24 1/4) feet to the South-West Corner, of Lot Sold by J. H. Wall and Wife, to Woods and Buxton (See deed in Vol. 31, Page 608); thence with the East line of Said lot, East and parallel with Center Street, Seventy Four feet;- Thence South parallel with Main Street, Ten and 3/4 (10 3/4) feet; thence East parallel with Center Street to the West Edge of an Alley and South East Corner of Lot So Sold to Woods & Buxton; thence with the West Margin of Said alley, Thirteen and 1/2 (13 1/2) feet to the North-East Corner of a Strip of land Six (6) inches Wide Sold by J. H. Wall and Wife to Said Long; thence with the North line of Said Strip of land, West parallel with Center Street to the Place of beginning.

That Said deed of Mortgage was delivered to the Recorder in the Recorders Office of Said County of Union for record, according to law, on the 6th day of May, 1895, at Eleven O'Clock A.M. and was duly recorded in Record of Mortgages, Vol. 84, Page 205.

That Said deed of Mortgage has a Condition thereunder Written, that in case the Said John H. Wood Should pay or cause to be paid, Each of Said Coupon interest Notes when and as they respectively become due and Principal Note at Maturity, then Said deed of Mortgage Should be Void, otherwise to be and remain in full force.

That the Said John H. Wood has Wholly failed to pay Said Coupon interest Notes, Set forth in the 2nd, 3rd and 4th causes of action herein, though the Same is far past due. Wherefor Said deed of Mortgage has become absolute.

Plaintiff further Says, that the Defendants, The Michigan Mutual Life Insurance Company, Aaron B. Robinson, Executor of James W. Robinson, The 1st National Bank of Delaware, Ohio, Susan A. Richardson Administratrix, of the Estate of Wm Smith, deed A. B. Robinson, George A. Clark, Thaddius Wood, S N McCloud & the Bank of Marysville claim to have Some lein on Said premises, above described.

Plaintiff Says, that there is due to her, from the Said Defendant, the Said John H. Wood, the Sum of, One Thousand, Dollars with interest at the rate of 6 1/2 per Cent, from the 6th day of December, 1898.

Second, that there is due her from the Said John H. Wood, the Sum of, Thirty-two and 50/100 Dollars with interest at the rate of Eight per Cent, from the 6th day of December, 1897, Third that there is due her from the Said John H.

Wood the Sum of Thirty-Two and 50/100 Dollars. With interest at the rate of Eight per Cent from the 6th day of May 1898.' = Fourth that there is due her from the Said John H. Wood the Sum of Thirty-Two and 50/100 Dollars with interest at the rate of Eight per Cent from the 6th day of December 1898.

Wherefore this Plaintiff asks judgment against the Said Defendant John H. Wood for the Sum of One Thousand Dollars, With interest at the rate of 6½ per Cent from the 6th day of December 1898. and for judgment against the Said John H. Wood for the Sum of Thirty-Two & 50/100 Dollars, With interest at the rate of 8 per Cent from the 6th day of December 1897. also for judgment against the Said John H Wood for the Sum of Thirty Two & 50/100 Dollars, with interest at the rate of 8 per Cent from the 6th day of May 1898. and also for judgment against the Said John H. Wood for the Sum of Thirty-Two & 50/100 Dollars, With interest at the rate of 8 per Cent from the 6th day of December 1898. and that the Said Michigan Mutual Life Insurance Company, The Said Aaron B. Robinson Executor of the Estate of James W. Robinson dec'd. The 1st National Bank of Delaware O. Susan A. Richardson Administratrix of the estate of Wm M. Smith dec'd, A.B. Robinson. George A. Clark & Bro. Thaddius Wood, S.N. McClelland and the Bank of Marysville Ohio be required to set up the Nature and amounts of their asserted liens and claims in and upon Said premises: That Said premises be Sold, as upon Execution, to Satisfy Plaintiffs Said Mortgage Indebtedness from the Said John H. Wood and the judgment by Plaintiff So. to be obtained, that the respective rights, liens, and Claims of the Said Plaintiff, and of the Said Michigan Mutual Life Insurance Company, The Said Aaron B. Robinson, as Executor &c, The 1st National Bank of Delaware O, The Said Susan A. Richardson as Admrx, &c be Marshaled by the Court, and for Costs and all proper relief.

W.W. Merchant Attorney for Plaintiff

State of Ohio
Union County } ss

W.W. Merchant, being first duly Sworn, according to law, Says, that he is the duly authorized attorney of the Plaintiff in the premises, that the Plaintiff is a Non-resident of Said County of Union, that the facts Stated and allegations Made in the foregoing Petition, are as he verily believes, true

W.W. Merchant.

Sworn to before me and by the Said W.W. Merchant Subscribed in My presence This 8th day of December A.D. 1898.

(Seal) J.N. Gosnell Clerk of Court.

No 7620 Waiver of Service

December 8th 1898. The following Waiver of Service was filed in the office of the Clerk of Courts To wit:

We the above Named Defendants hereby Waive the issuing and Service of Summons, and Enter our Appearance herein this 8th day of December 1898.

John H. Wood and Abbie K. Wood
by John M. Brodrick their Attorney
Geo A Clark & Bro. by Charles W. Knight
Per. John M. Brodrick

Susan A. Richardson admrx
of Wm M. Smith
By W.W Merchant her atty
A. B. Robinson

No 7620 Waiver of Service

Aaron B Robinson Executor
of James W. Robinson.
Bank of Marysville
By W C. Tullington

The First National Bank of
Delaware O. By. Robinson & Woodburn
S. N. McClond By J. H.
Kinkade his Attorney

January 2nd 1894 The following Waiver was filed in the Clerks Office to-wit

No 7620
Waiver of
Service

E. J. Rogers ---- Plaintiff.
vs
John H. Wood et al. Defendants

Court of Common Pleas. Union County Ohio
No 7620 Waiver

Now Comes The Michigan Mutual Life Insurance Company, and hereby waives the issuing and Service of Summons upon it in this action, and Voluntarily enters its appearance herein

The Michigan Mutual Life Insurance Company
By. John J. Crosbie its Attorney

January 2nd 1894 Answer and Cross Petition of. The Michigan Mutual Life Insurance Company was filed in the Office of the Clerk of Court To. wit:

E J. Rogers ..... Plaintiff
vs
John H. Wood. Abbie R. Wood
The Michigan Mutual Life Insurance
Company. Aaron B. Robinson, Executor
of James W. Robinson, deceased.", The
First National Bank of Delaware, Ohio.
Susan A. Richardson, administratrix
of the estate of William M. Smith, deceased.
A. B. Robinson. George A. Clark & Bro.
Thadeus Wood. S N. McClond., and the
Bank of Marysville ..... Defendants

Court of Common Pleas,
Union County, Ohio.
No 7620.

Answer and Cross Petition
of. The Michigan Mutual
Life Insurance Company.

Now Comes defendant, the Michigan Mutual Life Insurance Company, files this its answer and cross Petition herein and says:= That it is a Corporation duly organized and existing under the laws of the State of Michigan, and having its home office and principal place of business in the City of. Detroit. Said State of. Michigan.

That on or about the 26th day of. December. 1882, in order to secure payment to Said. The Michigan Mutual Life Insurance Company of the sum of $2000 00. with interest to accrue thereon as hereinafter Stipulated, and described. Said Defendants. John H. Wood. and Abbie R. Wood. his wife. Executed and delivered to this answering Defendant their Certain Mortgage deed of that date, thereby conveying to it. its Successors and assigns in fee. the following described real Estate. To= wit:

All that certain piece or parcel of land. Situated in the Town of. Marysville. Union County. Ohio. being a part of. Lot No Fifty-Eight (58)" in Said Town. bounded as follows: To-Wit:= Beginning at the East line of Main Street. and at the Center of the North Wall of Henry S. Longs Brick Block, on said Lot.

Thence North with the East line of Main Street Twenty-four and 1/4 (24 1/4) feet to South-West Corner of a lot Sold by J H. Wall and Almira L. Wall to Woods and Buxton (See deed in Volume 31. Page 688. of Union County Records); Thence with the East line of said Lot East and parallel with Center Street Seventy four (74) feet; Thence South parallel with Main Street Ten and 3/4 (10 3/4) feet;- Thence East parallel with Center Street to the West Edge of an Alley, and Southeast Corner of Lot so Sold to Woods & Buxton; Thence with the West Margin of said Alley parallel with Main Street Thirteen and 1/2 (13 1/2) feet to the North-East Corner of a Strip of land, Six (6) inches Wide Sold by said J. H. and Almira L. Wall to Henry S. Long; Thence with the North line of said Strip of land, West parallel with Center Street to the place of beginning.

That said real Estate is the Same as is described in the Petition herein.

That said Mortgage Executed and delivered as aforesaid had a Condition therein written providing as follows, to-Wit:

That if the said parties of the first part Shall and do well and truly pay, or Cause to be paid, to the Party of the Second part, at its home office, in Detroit, Michigan, the Sum of Two Thousand Dollars, at the Expiration of Five (5) years from the date hereof, with interest thereon payable Semi-annually at the rate of Seven per Cent. per annum, until due, and on all overdue principal and interest at the rate of Ten per Cent. per annum, payable Semi-annually from the time it becomes due until paid, according to the tenor and effect of Eleven promissory Notes, Ten of said Notes being for interest, and one for principal, and all bearing even date herewith, Executed by said John H. Wood to said party of the Second part, to which these presents are Collateral, and Shall also pay, or Cause to be paid, all Taxes, or assessments of whatever Nature, which May be Levied Upon said premises above described, as Soon and as often as the Same may become due and payable; So long as this Mortgage remains Unpaid, (and in case the said parties of the first part Shall fail to pay Taxes as aforesaid, the said party of the Second part May pay Taxes, and all Money paid for Taxes, May be added to the amount Secured hereby, payable forthwith and with the Same rate of interest, and Shall be treated as part of the Money payable on this Mortgage), and Shall further Keep and perform all Covenants and agreements hereinafter made, then these presents, and said promissory Notes Shall Cease and be Null and Void

That said Mortgage was on the 28th day of December, 1882, at 9 m o'clock A. M. duly filed for record in the Office of the County Recorder in and for Union County, Ohio, and was afterwards Recorded in Volume 18, Page 545, of the Mortgages in said office, and this answering Defendant avers that said indebtedness of $2000.00, Together with all accrued interest thereon, is a Valid, Subsisting, and, Excepting Taxes, the first and best lien on the real Estate herein above described.

That the said Eleven Certain promissory Notes described in the Conditions of said Mortgage above Set out, Evidences a loan of $2000.00, Made on said 26th day of December, 1882, by The Michigan Mutual Life Insurance Company, to the said John H. Wood; That the said Eleven Notes were by the agreement of all parties Made payable, in the City of Detroit, State of Michigan in force on said 26th day of December, 1882, were as follows, To-wit

Sect. 1594:= The interest of Money Shall be at the rate of Seven

dollars Upon One hundred dollars for a year. and at the Same rate for a greater. or less Sum. and for a longer or Shorter time. Except that in all Cases it Shall be lawful for the parties to Stipulate in Writing for the payment of any rate of interest Not exceeding Ten per Cent. per. annum.

Sec. 1599. That When any installment of interest Upon any. Note. bond. Mortgage. or other Writen Contract Shall have become due. and the Same Shall remain unpaid. interest May be Computed. and Collected on any of Such installments So due and unpaid from the time at which it became due. at the Same rate as Specified in any Such Note. Bond. Mortgage or other Writen Contract. Not exceeding Ten per Cent.: and if No rate of interest be Specified in Such instrument. then at the rate of Seven per Centum per annum.

That the principal Note for $2000^{00}$ referred to in the above Condition is in the Words and figures following To-wit

$ 2000^{00}$ Detroit. Michigan. December. 26th 1882.

On the 26th day of. December. 1887. I promise to pay to the order of The Michigan Mutual Life Insurance Company. the Sum of. Two. Thousand Dollars at the Home Office of Said Company. at Detroit. Michigan. Value received. with interest after Maturity. at the rate of Ten per Cent. per annum. payable Semi-annually. Until this Note is paid. This Note is Secured by Mortgage of even date herewith. Made by Myself and Wife to the Said Michigan Mutual Life Insurance Company

John. H. Wood.

That Said principal Note for $2000^{00}$ became due and payable on the 26th day of December, 1887. That Said Note is long past due and Wholly unpaid; That no interest accruing thereon from the 26th day of. December. 1887. has. been paid: That by reason of the failure of Said. Defendant John H. Wood. to pay or cause to be paid. Said $2000^{00}$ Note. with interest thereon. as and when Said principal Note. and Said interest. became due. The Conditions Contained in Said Mortgage deed have been broken and the Same has become Absolute.

That there is due. and owing this answering defendant. The. Michigan Mutual Life Insurance Company from Said defendant. John H. Wood. on Said promissory Note the Sum of. $2000^{00}$. With interest thereon at the rate of 8%. per annum. payable. Semi-annually. from December. 26th 1887.

Wherefore this answering defendant. prays that Said defendants John. H. Wood and Abbie. R. Wood May be Served with Summons on this answer and Cross Petition. That the Court May take into account the Note and Mortgage of this answering defendant. and find the amount due it thereon: that it May order Said Mortgage foreclosed. Said real Estate Appraised. Advertised and Sold as. Upon Execution at law. and that out of the proceeds arising from Such Sale So to be Made. after the payment of legal Costs of this action. and the Taxes on Said real Estate. the Amount to be found due this answering defendant. May be Next paid in full and for Such other and further relief as may be Just. and Equitable

John J. Crosbie Attorney for. Defendant
The Michigan Mutual Life Insurance Co.

State of Ohio
Franklin County } ss

John. J. Crosbie. being first duly Sworn. on oath. Says that he is the attorney of this answering. defendant. the Michigan Mutual Life Insurance Company. duly authorized in the premises; that said defendant is a foreign Corporation and that the facts Stated. and allegations. Contained in the foregoing Answer and Cross petition are as he believes. True.

Jno. J. Crosbie.

Sworn to before me by Said John J. Crosbie, and by him Subscribed in my presence. this 30th day of December A.D. 1898

(Seal)

John H. Arnold Notary Public
Franklin County Ohio.

January. 16th 1899. the following Entry was filed in the Clerks Office - to-wit

No 7620 Entry

E. J. Rogers Plaintiff
vs
John H. Wood et al Defendants

Common Pleas Court. of Union County. Ohio

No 7620. Entry

This cause now coming on for hearing on the Petition of the Plaintiff. and the Cross. Petition of the defendant. the Michigan Mutual Life Insurance Company of Detroit Michigan. and the evidence. the Court find that the said defendants. the said John H. Wood and Abbie R. Wood. the Michigan Mutual Life Insurance Company. Aaron B. Robinson. Executor of James W. Robinson. A. B. Robinson. Susan A. Richardson. Administratrix of. William M. Smith. The 1st National Bank of Delaware. Ohio. George A. Clark & Bro. Thaddeus Wood. S. N. Mc Cloud. and the Bank of Marysville have all waived the issue and Service of Summons. and Voluntary intered their appearance in the above case. and that they are all in default. Except the Said Michigan Mutual Life Insurance. Company. for answer and demurer. and that the allegations in the Said Petition and Cross-Petition are thereby confessed by them to be true. And that there is due to the Said Plaintiff from the Said defendant. John H. Wood. the Sum of $1107 00 on the promissory Notes Set forth in the Petition. with interest to the first day of this Term. The Court further find that in order to Secure the payment of Said Note and interest Notes as they become due. the Said defendant John H. Wood and Abbie R. Wood his Wife. Executed and delivered to the Said Plaintiff. E. J. Rogers. their Certain deed of Mortgage. as in the Petition described. and on the premises therein described; That Said Mortgage is a good and Valid lien on Said premises described in the Petition. and that the Conditions of Said Mortgage have been broken. that Said Mortgage was duly recorded in Vol. 34. Page 205. of the Records of Mortgages. of Said County of Union and State of Ohio. And the Court further find that there is due to the defendant. the Michigan Mutual Life Insurance Company from the defendant. John. H. Wood. on the Note Set up in the answer

No. 7620 Entry

No 7620 Supplemental Answer and Cross Petition

and Cross-Petition of the Said Michigan Mutual Life Insurance Company. including interest to the 1st day of this term, the Sum of $2165.44: and that to Secure the payment of Said note, the defendant John H. Wood and Abbie R. Wood his Wife, Executed and delivered to the Said Michigan Mutual Life Insurance Company their certain Mortgage, as in the Cross-Petition discribed, being the Same premises discribed in the Petition: That Said Mortgage was duly recorded in Vol 18 Page 545 of the records of Mortgages of Union County, and is a good and Valid first lien on Said premises. for the amount So proven due, the Michigan Mutual Life Insurance Company, and that the conditions of Said Mortgage have been broken.

It is therefore adjudged and decreed that Unless the Said defendant, John H. Wood shall within five days from the Entry of this decree, pay, or cause to be paid to the Clerk of this Court, the Costs in this Case, and to the Plaintiff, and to the Defendant, the Michigan Mutual Life Insurance Company the Sum So found due as aforesaid, with interest from the 1st day of this Term at the rate of Eight per cent per annum, the defendants Equity of redemption be foreclosed, and Said premises be Sold, and that an Order of Sale issue to the Sheriff of Union County, directing him to Advertise, Appraise and Sell Said premises as upon execution, and report his proceedings to this Court for further Order.

W. W. Merchant Attorney
for Plaintiff.

January 23rd 1899. The following Entry was filed in the office of the Clerk of Courts To-wit:

No. 7620
Entry

E. J. Rogers Plaintiff.
vs
John H. Wood et. al
Defendants

Court of Common Pleas. Union County: Ohio.

No. 7620. Entry

For good cause Shown, leave is this day granted The Michigan Mutual Life Insurance Company, to file its Supplemental Answer and Cross. Petition herein, and the Same is accordingly filed

January 24th 1899. The following Supplemental Answer and Cross Petition of the Michigan Mutual Life Insurance Company, was filed with the Clerk of Court. To-wit:

No 7620
Supplemental Answer and Cross Petition

E. J. Rogers ..... Plaintiff
vs
John H. Wood et. al. Defendants

Court of Common Pleas. Union County, Ohio:
No. 7620.
Supplemental Answer, and Cross Petition of The Michigan Mutual Life Insurance Company.

Now Comes, defendant The Michigan Mutual Life Insurance Company, and by leave of Court first Obtained So to do, files this its Supplemental, answer, and Cross. Petition herein, and Says,

That it re-iterates, and re-affirmes, all the Allegations and Averments Contained in its original answer and Cross Petition herein, and Says:

That Said defendant. John H. Wood. Utterly failed and Neglected to pay the general State, County and Municipal Taxes assessed against the real Estate described in Said Answer and Cross. Petition as the Same became due: That he failed and Neglected to pay the Taxes for Several years prior to January 1st 1899. and that by reason of Said failure and Neglect to pay Said Taxes. Said premises were forfeited to the State of Ohio: That penalties under the law were accruing from time to time on Said Unpaid Taxes. and that Said defendant. John H. Wood. Utterly failed. and Neglected to redeem Said property from the State of Ohio: and failed to pay the Taxes due thereon December 20th 1898. and this answering defendant. in order to protect its Said Mortgage lien. as set up in its Said Answer and Cross Petition herein. and under the terms and provisions Contained in its Said Mortgage. and in order to avoid further and greater penalties on Said delinquent Taxes So due on Said real Estate. was Compelled to pay. and did pay. on or about the 17th day of January. 1899. to the Treasurer. of Said Union County. Ohio. the Sum of Two Hundred fifty-Three and 97/100 ($253.97) Dollars. thereby redeeming Said premises from the State of. Ohio. and thereby paying all delinquent Taxes: State, County and Municipal. assessed against Said real Estate. including those for the Tax year. 1898. That no part of Said Sum of $253.97 has been repaid to this answering defendant. and there is due this answering defendant, in addition to the amount claimed due it on its Said Mortgage. as set up in its answer and Cross Petition herein. the further Sum of $253.97. with interest thereon at the rate of. 8% per annum (as provided in Said Mortgage) from Said 17th day. of January. 1899.

Wherefore this answering defendant prays that the Court in finding. the amount due it on Said Mortgage may take into account Said Sum So paid the Treasurer of Said Union County, Ohio: as aforesaid. as delinquent and Current Taxes. and include the amount thereof in Said finding on Said Mortgage. That the Same may be declared to be a first and best lien on Said real Estate in favor of this answering defendant. and ordered first paid from the proceeds of the Sale of Said real Estate. and in all other respects this answering defendant prays as in its original Answer and Cross. Petition herein.

John J. Crosbie Attorney for Defendant
The Michigan Mutual Life Insurance Company.

State of. Ohio: Franklin County. ss:

John. J. Crosbie being first duly Sworn on Oath. Says that he is the Attorney of defendant. The Michigan Mutual Life Insurance Company: That Said Company is a foreign Corporation. and that the facts Stated. and allegations Contained in the foregoing Supplemental Answer and Cross Petition are as he believes True.

John. J. Crosbie.

Sworn to before Me and Subscribed in My. presence this 20th day of January. 1899.

(Seal)

John H. Arnold Notary Public
Franklin County Ohio.

No 7620.

No 7620
Order of. Sale.

January 21st 1899. The following Precips was filed in the Clerks Office To-Wit:

No 7620. E. J. Rogers ..... Plaintiff
vs
John H. Wood et al Defendants

Court of Common Pleas Union County Ohio

Marysville January 21st 1899

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.

W. W. Merchant Attorney for Plaintiff

January 23rd 1899. The following Order of Sale was issued and delivered to the Sheriff of Union County Ohio: To-Wit

No 7620 Order of Sale.

The State of Ohio
Union County

Order of Sale

To the Sheriff of Said County - Greeting:

Whereas at a Court of Common Pleas. Holden at the Court House in Marysville in Said County of Union on the 16th day of January 1899, E. J. Rogers obtained a Judgment and decree against John H. Wood for the Sum of Eleven Hundred and Seven Dollars, and .... Dollars Cost of Suit,

And Whereas it was then and there by Said Court ordered, adjudged, and decreed, that the Said John H. Wood within five days from the 16th day of January, A.D. 1899, pay unto the Said E. J. Rogers the Said Sum of Eleven Hundred and Seven Dollars with interest from the 2nd day of January 1899, 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 Eleven Hundred and Seven 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: = In the Village of Marysville, and being part of In Lot No. 58, in Said Village: = Beginning at the East line of Main Street at the Center of the North Wall of the Henry S. Longs brick block, on lot No. 58; Thence North with the East line of Main Street Twenty four and 23/100 (24 23/100) feet to the South-West Corner of lot Sold by J. H. Wall and Wife to Woods and Buxton (See deed in Vol 31 Page 603); Thence with the East line of Said lot East and parallel with Center Street Seventy four feet; - Thence South, parallel with Main Street Ten and 3/4 (10 3/4) feet; Thence East parallel with Center Street to the West Edge of an Alley and South-East Corner of lot So Sold to Woods & Buxton; Thence With the West Margin of Said Alley Thirteen and 1/2 (13 1/2) feet to the North-East Corner of a Strip of land Six (6) inches Wide Sold by J. H. Wall and Wife to Said Long.; Thence with the North line of Said Strip of land West parallel with Center Street to the

place of beginning.

We therefore command you, That you proceed to carry said order, judgment, and decree into Execution agreeably to the tenor thereof, and that you Epon 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 25th day of January, A.D. 1899.

J. M. Gosnell Clerk

By Jno A. Gosnell Deputy

Seal

No 7620 Proof of Publication

March 1st 1899. The following return on the above Order of Sale was made by the Sheriff of Union County, Ohio. To-wit

No. 7620 Return on Order of Sale

The State of Ohio
Union County ss

## Sheriffs Return

In Obedience to the command of the Order of Sale hereto annexed, I did on the 24th day of January 1899 Summons, A. J. Whitney, G. W. Court, and M. Hopkins three disinterested freeholders, residents of said County, Who were by me duly Sworn to impartially Appraise the lands and tenements therein described, Upon actual View and afterward, on the 24th day of January, A.D. 1899, said Appraisers returned to me, Under their hands and Seals, that they did Upon actual View of the premises Estimate, and Appraise the Same at Thirty Five Hundred Dollars:- A certified copy of said Appraisal, I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. "And on the 25th day of January, 1899, 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 25th day of February A.D. 1899, at one, O' clock P.M; of said day;- And having advertised the said lands and tenements for More that Thirty days previous to the day of Sale, to-wit; five Consecutive weeks, and in pursuance to said Notice, I did on said 25th day of February, A.D. 1899, at the time and place above Mentioned proceed to offer said lands and tenements at Public Sale, and then and there Came E.J. Rogers, who bid for the same the Sum of Thirty Two Hundred and Seventy five Dollars, and said Sum being More than Two-Thirds of the Appraised Value thereof, and said, E.J. Rogers being the highest and best bidder, therefor I, then and there Publicly Sold and Struck off said lands and tenements to him for said Sum of Thirty Two Hundred and Seventy Five Dollars;- J. Ed Robinson Sheriff

| Sheriffs Fees | | |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum Appraisers | 1 | 00 |
| Swearing Appraisers | | 25 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | | 16 |
| Poundage | 32 | 75 |
| Return | | 25 |
| Revenue | 3 | 60 |
| Total Sheriffs | 39 | 51 |
| Appraisers Fee | 3 | 00 |
| Printers Fee | 16 | 20 |

No 7620 Entry

April 22nd 1899. The following Proof of Publication on order of Sale was filed in the Clerks office by. W. O. Shearer. To-wit

No 7620
Proof of
Publication

E. J. Rogers
Vs
John H. Wood. et. al

Sheriffs Sale
W. W. Merchant Attorney.
On Order of Sale.

Court of Common Pleas. Union County. O.

"By Virtue of the above Stated writ to me directed from the Court of Common Pleas of Union County. Ohio. I will offer for Sale at the North door of the Court House in Marysville. Ohio. on Saturday. February 25th 1899. at or about the hour of one. O'clock. P.M. on said day the following described Real Estate To-wit:

Situated in the Township of Paris. County of Union and State of. Ohio. and bounded and described as follows:- In the Village of Marysville and being part of Inlot No 58 in said Village:- Beginning at the East line of. Main Street. at the center of the North Wall of the Henry S. Longs brick block on Lot No 58: Thence North with the East line of Main Street. Twenty four and 25/100 (24 25/100) feet to the Southwest Corner of Lot Sold by J. H. Wall and wife to Woods and Buxton (See deed in Vol 31. Page 603): Thence with the East line of Said Lot. East and parallel with Center Street. Seventy four (74) feet:- Thence South parallel with Main Street Ten and 3/4 (10 3/4) feet: Thence East parallel with Center Street to the West Edge of an Alley. and Southeast Corner Lot Ds Sold to Woods and Buxton.: Thence with the West Margin of Said Alley Thirteen and 1/2 (13 1/2) feet to the Northeast Corner of a Strip of land Six (6) inches Wide Sold by J. H. Wall and Wife to Said Long. Thence with the North line of Said Strip of land West. parallel with Center Street to the place of beginning.

Appraised at $3500.00
Terms of Sale Cash

J. Ed Robinson Sheriff
Union County Ohio

January 25th 1899. S. W.

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 January 25th 1899.

W. O. Shearer.

Sworn to and Subscribed before Me this 22nd day of. April 1899.
Printers Fees $16.50

J. N. Connell Clerk

---

April 17th 1899. The following Entry was filed in the Office of the Clerk of Courts of Union County Ohio. To-wit

No 7620
Entry

In Common Pleas Court. Union County. Ohio.

E. J. Rogers ----- Plaintiff
Vs
John H. Wood et al Defendants

No. 7620. Entry

On Motion of plaintiff and on her producing the return of the Sheriff of his proceedings on the Order of Sale heretofore issued herein. And the Court on examination of Said return and Said proceedings. With respect to Said Order of Sale finds the Same Correct. And in Strict Conformity to the former orders of the Court herein. and doth approve

and Confirm Said proceedings, and Said Sale in Every respect whatsoever, and doth order that the Said Sheriff of Union County Execute and Deliver to Said Purchaser Under Said returns: E. J. Rogers, a good and Sufficient deed for the Real Estate in the Petition and Said Order of Sale described and Said Purchaser for the protection of her title is hereby Subrogated to all the right of Each and all Lienholders in Said premises So far as their respective liens May be paid herein. And the Court Orders that the Clerk of this Court Cause to be entered on the Records Records thereof in the Recorders Office of Said County, Cancellation of the Mortgage Sued on in the Petition, as well as the Mortgage of the Michigan Mutual Life Insurance Company, Set Up in its Answer and Cross Petition herein

And the Court finds there is due the Michigan Mutual Life Insurance Company, for Taxes So Set up in its Supplemental answer and Cross Petition herein with interest to this date the Sum of $257 Dollars and that the Same is a first lien on the premises Said herein.

And the Court coming Now to distribute the Purchase Money for Said Premises Now in the hands of the Sheriff, Orders Said Sheriff to Pay therefrom as follows,.

1st The Costs of This action $ 67 57/100 = 2nd To the Michigan Mutual Life Insurance Company, the aggregate amount due it on its decree herein with interest to this date, and including Said finding for Taxes herein being a total of $ 2473 55/100

3rd To Plaintiff E. J. Rogers the balance of Said Purchase Money To-Wit: the Sum of $ 734 11/100 to be Credited on her decree herein.

And the Court finds that there is Still due Said E. J. Rogers on her Said decree the Sum of $ 372 44/100 Execution therefore is awarded against Said John H. Wood

Attest J. N. Gomez Clerk

No 7627
Petition

Pleas Continued, and held in the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan, Dow, Judge of Said Court, of the Term of January, To-wit; on the 16th day of January in the year of Our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore, To-wit; on the 16th day of December A.D. 1898 W. W. Merchant filed in the Clerk's Office of the Said Court of Common Pleas, the following Petition against M. Luther Buffington To-wit:

No 7627
Petition

W. W. Merchant, Plaintiff
vs
M. Luther Buffington and Mary A. Buffington, W. C. Tullington and J. H. Kinkade
Defendants.

Court of Common of Union County Ohio.

Petition No 7627.

Plaintiff Says; That on or about the 11th day of October 1897, the Said defendants, M. Luther Buffington and Mary A. Buffington duly executed and delivered to this plaintiff, their one Certain promissory Note of that date for the Sum of One Thousand ($1000.00) Dollars, With interest at the rate of Seven per cent. per annum, payable Semi-Annually, a Copy of which Note is as follows, With all Credits and indorsments thereon.

$1000.00 Marysville Ohio October 11th 1897.

Five years after date, for Value received, We or Either of Us promise to pay to the order of W. W. Merchant, One Thousand, Dollars, With interest from date Until paid at the rate of 7 per Cent per annum, payable Semi-Annually, as. 10 Coupons hereto attached;= Both Principal and interest are payable at the Union Bank, Marysville, O. Upon failure to pay any of the interest at Maturity, or to performe any of the Covenants, or Conditions in the Mortgage Securing this Note, then the whole of the principal and accrued interest Shall, at the option of the holder hereof, become due and payable, Without further Notice

M. Luther, Buffington
Mary, A. Buffington

That there are No Credits Nor indorsments on Said Note

That there is due this plaintiff, from the Said defendants, M. Luther Buffington, and Mary A. Buffington the Sum of, One Thousand, Dollars With interest at the rate of Seven per Cent from the 11th day of Oct 1898.

Second Cause of action

Plaintiff Says:= that on or about the 11th day of October, 1897, the Said defendants M. Luther Buffington, and Mary A. Buffington, duly executed and delivered to this plaintiff, their one Certain Coupon interest Note for the Sum of, Thirty-Five Dollars, With interest at the rate of, 8, per Cent, after Maturity, a Copy of Which Note with all Credits and indorsments, thereon is as follows, To-wit:

$35.00 Marysville O. Oct 11th 1897.

Six Months after date, I, or we or Either of Us promise to pay to the order of W. W. Merchant, Thirty-Five Dollars, for Value received, With interest from date Until paid at the rate of 8, per, Cent per annum, being the interest on principal

Note for $1000^{00}$ of even date herewith, payable at Union Bank Marysville O.
M. Leuther Buffington
Mary A. Buffington

That there are No Credits Nor indorsments on said Note.

That there is due this plaintiff, from the said Defendants the said M. Leuther Buffington and the said Mary A. Buffington, on said Note the Sum of Thirty Five Dollars. with interest at the rate of 8 per cent. from the 11th day of April, 1898.

Third Cause of Action

Plaintiff Says:- That on or about the 11th. day of October, 1897, the said defendants, M. Leuther Buffington and Mary A. Buffington, duly executed and delivered to him their one Certain interest Coupon Note with, for the Sum of Thirty-Five Dollars with interest at the rate of 8 per cent after Maturity, from the 11th day of Oct, 1898. A Copy of which Note, with all Credits and indorsments thereon is as follows To-wit

$35^{00}$ Marysville O. Oct. 11th 1897.

Twelve Months after date, I We or Either of us promise to pay to the order of W. W. Merchant, Thirty-Five, Dollars, for Value received with interest from date of Maturity until paid, at the rate of 8 per cent per annum, being the interest on-- principal Note for $1000^{00}$ of Even date herewith, payable at Union Bank Marysville O.
M. Leuther Buffington
Mary A. Buffington

That there are No Credits Nor indorsments on said Note.

That there is due this plaintiff from the said defendants, the said M. Leuther Buffington, Mary A. Buffington the Sum of Thirty Five Dollars. with interest at 8 per cent from Oct 11th 1898.

Fourth Cause of Action

Plaintiff ~~further~~ Says: That to Secure the payment of said principal Note, as Set forth in the 1st Cause of action herein, and the two Coupon interest Notes, as Set forth in the 2nd, and 3rd Causes of action herein, and for Eight of said interest Notes Not yet due, the defendants, M. Leuther Buffington, and the said Mary A. Buffington, duly Executed, Signed and delivered to this plaintiff (they both being Immaried) their one Certain Mortgage deed, bearing date on the 11th day of October, 1897, and thereby conveyed to this plaintiff, in fee Simple free of all rights, the following described lands, tenements and hereditaments:- Situate in the County of Union, in the State of Ohio, in the Township of Union, and part of Surveys No. 4278 and 5127,

"Beginning at a Stone in the Center of the Milford, and Allen Center Gravel Road, and at the South-East Corner of Jane R. and Jno. R. Grangers land; Thence with the Center of said road S. 24. deg. 60 Min. W. 22.$^{02}$ poles to a Stone in the of Reed Street; Thence with the Center of said Street S. 60. deg. 30. Min. E 31.$^{94}$ poles to a Stake at the N. W. Corner of E. E. Gabriels, land (Lot); Thence with two Consecutive lines of said lot, S. 30. deg. W. 7.$^{32}$ poles to a Stake on the North Bank of Big Darby Creek, and thence S. 56 deg. E 4.$^{20}$ poles to a Stake Northerly Corner to Amy C. Gabriel's land; thence with the West line of said land, S. 26 deg. W. 31.$^{78}$ poles to a Stone, Corner of Dunwards, Smiths 1. Acre tract; Thence with two Consecutive lines of said tract N. 68½ deg. W. 13. poles to a Stone, and S. 26 deg W. 12.$^{40}$ poles to a Stone on the North bank of Mill-Race; Thence with the North bank of said Race

N. 68½ W. 35. poles to a Stake; Thence N 87. deg. W. 5 80. poles to a Stake; Thence S 60¾ deg. W. 0 88. poles C Witness a Sycamore. N. 2. deg W 9. feet); Thence with the East line of Geo. W. Buffingtons land. N. 2. deg. W. 20. poles to a hackberry; Thence N. 46. deg. E. 15 poles to a Stake on the South bank of said Creek; Thence Crossing Said Creek N. 50. deg. W. 7 52 poles to a Stone on the North bank of Said Creek; Thence N. 25. deg. E. 41 20 poles to a Stone on the Southwesterly Corner of Said Grangers land; Thence with the South line of Said lands S. 65 deg. 30. Min. E. 28. poles. to the Beginning. Containing 27. 20 acres More or less,

That Said Mortgage deed was delivered to the recorder in the recorders Office of Said County for record. according to law. on the 12th. day of October. 1897. at 2 O' Clock and 25 Min. P.M. and was duly recorded in. Mortgage Book No 40. Page 96.

That. Said Mortgage deed has a Condition thereunder Writen that. in Case the Said M. Leuther Buffington and Mary A. Buffington Should pay. or Cause to be paid. Each of Said Coupon interest Notes. as they respectively became due. and Said principal promissory Note when it became due. then Said deed of Mortgage Should be Void. Otherwise to be and remain in full force and Virtue

Plaintiff Says:= That the Said defendants. M. Leuther Buffington and Mary A. Buffington have Wholly failed to pay Said Coupon interest Notes. as set forth in the 2nd and 3rd Causes of action. herein. altho the Same is far past due Wherefore Said deed of Mortgage has become absolute. and this plaintiff Elects to foreclose.

Plaintiff further Says:- That. W. C. Tullington and J. H. Kinkade Claim to have Some interest or lien upon Said above discribed Premises

Wherefore. the Said plaintiff asks Judgment against Said defendants. M. Leuther Buffington and Mary A. Buffington. for the Sum of One Thousand Dollars. with interest at the rate of Seven per Cent. from the 11th day of October. 1898. and for Judgment against the Said M. Leuther Buffington and Mary A. Buffington for the Sum of Thirty-Five Dollars. with interest at the rate of 8. per Cent from the 11th. day of April 1898. and also for Judgment against the Said defendants. M. Leuther Buffington and Mary A. Buffington. for the Sum of Thirty-Five Dollars. with interest at the rate of. 8. per Cent. from the 11th. day of October. 1898. Also that the defendants. W. C. Tullington. and the Said J. H. Kinkade. be required to Set Up the Nature and amounts. &c. of their Said asserted liens and Claimes in and upon Said premises; that Said premises be Sold. as upon Execution. to Satisfy plaintiffs Said Mortgage indebtedness from the Said. M. Leuther Buffington and Mary A. Buffington. and the Judgment by plaintiff So to be obtained; That the respective rights liens and Claims of the plaintiff. and of Said W. C. Tullington and J. H. Kinkade be Marshaled and determined by the Court. and for Costs and all proper relief.

W. W. Merchant Attorney for Plaintiff

State of Ohio
Union County } ss

W. W. Merchant being first duly Sworn. according to law. Says. that the facts Stated. and allegations Made in the foregoing Petition. are true as he Verily believes.

W. W. Merchant.

Sworn to before Me and by the Said affiant. Subscribed in My presence. this 16th. day of December. A.D. 1898.

(Seal)

J. N. Gosnell Clerk

No 7627
Precipe

To. Clerk Precipe

"Issue Summons for the defendants. M. Leuther Buffington and. Mary A. Buffington. to the Sheriff of Union County. Ohio. returnable according to law in said writ. Action for Judgment and foreclosure amount claimed. and for which Judgment will be Taken. if defendt be Made. One Thousand Dollars. with interest at 7. per cent. from October. 11th 1898. and for. Thirty-Five Dollars. with interest at 8. per cent. from. April 11th 1898. and for Thirty-Five Dollars. with interest at 8. per cent from. October. 11th 1898. and for Costs.

W. W. Merchant. Attorney for Plaintiff.

December 16th 1899. The following Waiver of Summons was filed in the Clerks Office. To-wit

No 7627
Waiver of Summons

I hereby Waive the issuing and Service. and Voluntarily enter my appearance as defendants in the above case

W. C. Fullington
J. H. Kinkade

December. 16th 1899. The following Summons. was issued by the Clerk to the Sheriff of. Union County Ohio.

No 7627
Summons

The State of Ohio } ss
Union County }

Summons.

To. the Sheriff of Union County.

You are hereby Commanded. to Notify M. Leuther Buffington and Mary. A. Buffington. that they have been sued by W. W. Merchant in the. Court of Common. Pleas of Union County. and Must answer by the 14th day of January. A.D. 1899. or the Petition of the said plaintiff will be taken as true. and judgment rendered accordingly.

You will Make due Return of this Summons on the 26th day of December. A.D. 1898

Witness My hand. and the Seal of said Court this 16th day of December. A.D 1898.

Seal

J. M. Gorrell Clerk

December 21st 1898. The following return. was made on the above Summons. by the Sheriff of Union County Ohio. To-wit:

The State of Ohio } ss
Union County }

Sheriffs. Return.

| | | |
|---|---|---|
| Sheriff.s Fees | | |
| Service & Return | | 65 |
| Mileage | | 80 |
| Copies | | 30 |
| Total | $1 | 75 |

Received this writ Dec 19th A. D. 1898. at 8. O' clock A. M. and Served same by delivering. a true and certified Copy of this writ. With all of the Endorsements thereon to M. Leuther Buffington. Personally. To. Mary A. Buffington by leaving a Copy at her Usual place of Residence on December 21st 1898.

J. Ed Robinson
Sheriff.

No 7627
Answer and Cross Petition of J. H. Kinkade

was f

W. W. M

M. Leu
Mary
W. C. F
J. H. K

and by
Says.
on th
of that
and
Sum
thereo
and
Tha
cent
W.
Said
of $6

fuith
and
M. Le
M. Le
Said
of ac

by th
Oct 2
Kin
assig
the
to h
Said
pro
Buf
then
Buf
J. H.
in

eithe
to he
there

December 16th 1898. The following answer and cross Petition of J.H. Kinkade was filed in the office of the Clerk of Court, To-Wit.

No 7627
Answer and
Cross Petition of
J.H. Kinkade

W.W. Merchant. Plaintiff.
VS
M. Leuther Buffington &c
Mary A. Buffington
W.C. Tullington and
J.H. Kinkade. Defendants

State of Ohio. Union County ss
Court of Common Pleas No. 7627.

Answer and Cross Petition of
J.H. Kinkade.

Now Comes J.H. Kinkade. one of the defendants herein and by way of answer and Cross Petition herein and for his first cause of action Says. that said defendants M. Leuther Buffington and Mary. A. Buffington on the 22nd day of October, 1897. delivered their certain promissory Note in Writing of that date. and did then deliver the same to this defendant J.H. Kinkade. and thereby promise to pay to this defendant J.H. Kinkade or his order the Sum of Sixty three ($63) dollars. in 90. days after date thereof. with interest thereon at the rate of 8. per centum per annum:= Said period has Elapsed. and Said is past due. and there have been No payments. or credits thereon.

That there is now justly due Said J.H. Kinkade the Sum of. $63- with 8. per cent interest thereon from Octobr 22nd 1897

Wherefore Said defendant J.H. Kinkade asks for a personal Judgment against Said defendants M. Leuther Buffington. and Mary. A. Buffington for Said Sum of $63- with 8% int thereon from Oct. 22nd 1897

For a Second Cause of Action

The Said defendant J.H. Kinkade answering further by way of Cross. Petition. Says. That he adopts his first Caus of action and Makes it a part of this his Second Cause of action against Said defendants M. Leuther. Buffington. and Mary A. Buffington. and Says: That the Said defendants M. Leuther. Buffington and Mary. A. Buffington to Secure the payment of their Said promissory Note. and the Money Secured thereby as Set forth in the first Cause of action in this answer. and Cross petition

The Said defendants M. Leuther. Buffington and Mary. A. Buffington by their Certain deed of Mortgage of even date with Said promissory Note. To-wit. Oct 22nd 1897. duly Executed and delivered to this defendant Said J.H. Kinkade. did Convey to him the Said J.H. Kinkade his heirs and assigns forever. all Said Real Estate in the Petition herein described. the discription being identicaley the Same. To have and to hold the Same to him the Said J.H. Kinkade his heirs and assigns forever. Which Said Mortgage deed had a Condition thereunder Written Whereby it was provided. That. Whereas the Said M. Leuther Buffington and Mary. A. Buffington had this day Executed and delivered to the Said J.H. Kinkade their Certain promissory Note of Even date herein Signed by Said M. Leuther Buffington. and Mary. A. Buffington. and payable to the Order of J.H. Kinkade for the Sum of $68.00 bearing 8. per Cent interest. and due in Ninety days after date

Now if Said M. Leuther Buffington and Mary A. Buffington, or either of them Shall pay or Cause to be paid unto Said J.H. Kinkade. or to his Executors. administrators and assigns the Sum of $63.00 with 8. % int thereon from Oct 27th 1897. named in Said promissory Note according to the

Tenor and Effect Thereof. then this deed to be Void. otherwise to remain in full force and Virtue in law forever.

This defendant further says that he caused this Mortgage to be filed with the Recorder of Said County of Union at his Office on the 22nd day of October, 1897. at 3. O'Clock. P.M. for Record. and the Same was duly Recorded in Vol 34 Page 537. Record of Mortgages Union County. Ohio as required by law

That N. part of Said Money Mentioned in Said promissory Note and Mortgage has been paid. but is with the interest thereon at 8 per Cent from Oct 22nd 1897. Still due. and Unpaid

That this defendant. J H. Kinkade is Still the owner and holder of Said Note and Mortgage

Wherefore Said defendant. J. H. Kinkade prays the Court for a personal judgment on Said Note against Said M. Luther Buffington and Mary. A. Buffington for the amount due on Said Note: To-Wit $63.00. with 8. per Cent interest thereon from Oct 22. 1897

That Said Mortgage be foreclosed;- The Priority of liens determined. That Said premises be Appraised. advertised and Sold as. upon Execution and the proceeds be Applied upon the liens in Order as. determined by the Court. and if there be Not Sufficient to pay this lien of Said defendant Said J. H. Kinkade that Execution be ordered for the Balance. and for Such other and further relief as he May be Entitled

J. H. Kinkade

State of Ohio Union County. SS.

Personally Appeared. J. H. Kinkade. Who being duly Sworn Says. that the facts Stated and Allegations in his foregoing Pleading are true

J. H. Kinkade

Sworn to and Subscribed in my presence This 17th day of December 1898

(Seal) J. H. Gonnell Clerk

To. Clerk

Issue Summons upon foregoing Answer and cross Petition. of J. H. Kinkade for the defendants. M. Luther Buffington. and Mary. A. Buffington to the Sheriff of Union County. Ohio. returnable according to law. indorse action for Judgment on Note for $68.00 with 8 % interest from Oct 22nd 1898, and foreclosure of Mortgage

J. H. Kinkade

December 16th 1898. The following Summons. on the answer and cross Petition of. J. H. Kinkade was issued 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 M. Leuther Buffington and Mary. A. Buffington. that they have been Sued by. J. H. Kinkade on Answer and Cross Petition in this Case. in the Court of Common Pleas of Union County. and Must answer by the 14th day of January A. D 1899, or the Petition of the Said plaintiff will be taken as true. and judgment rendered accordingly

No 7627 Precipe on answer and cross Petition of J.H. Kinkade

No 7627 Summons on answer and cross Petition of J.H Kinkade

No 7627 Return on Summons on answer and cross Petition of J.H. Kinkade

No 2627 Entry

You will Make due return of this Summons on the 26th day of December A.D. 1898

Witness My hand and the Seal of Said Court this 16th day of December, A.D. 1898,

(Seal) J. N. Gosnell Clerk

---

December 21st 1898 The following return was made by the Sheriff of Union County Ohio on the above Summons, on answer and Cross Petition of J. H. Kinkade To-wit

20762. Return on Summons on answer and Cross Petition of J. H. Kinkade

The State of Ohio } ss
Union County }

Sheriffs Return

Received this Writ Dec 19th A.D. 1898, at 8. O'Clock A.M. and Served Same by delivering a true and certified Copy of this writ with all of the endorsements thereon to M. Luther Buffington Personally, to Mary A. Buffington by leaving a Copy at her Usual place of Residence on Dec 21st 1898

| Sheriffs Fees | | |
|---|---|---|
| Service & Return | | 65 |
| Mileage | | 80 |
| Copies | | 30 |
| Total | $1 | 75 |

J. Ed Robinson Sheriff

---

January 16th 1899, The following Entry was filed in the office of the Clerk of Court, To-wit:

No 2627 Entry

W. W. Merchant: Plaintiff
vs
M. Luther Buffington
et al ---- Defendants:

State of Ohio, Union County ss:
Court of Common Pleas

Entry

This day this Cause came on to be heard by the Court Upon the Petition of the Plaintiff W. W. Merchant: The answer and cross Petition of the defendant J. H. Kinkade, & the Said defendants M. Luther Buffington, Mary A. Buffington, and W. C. Pullington being in default for answer or demurrer, to the Said Petition, and Said Cross Petition

And the Court Having heard the Proofs, and evidence adduced by the parties respectively, and being fully advised in the premises doth find,

That all of Said defendants have been duly Served with Summons herein: That all and Singular the Statements contained in Said Petition and in Said Cross Petition to be true.

That there is now due the Plaintiff W. W. Merchant from the Said defendants M. Luther Buffington, and Mary A. Buffington upon the Said promissory Notes in the Said first and Causes of action Set forth in the Plaintiffs Petition the Sum of $1089.50 which is Entitled to draw interest from the first day of the present Term of this Court, To-wit: from the 2nd day of January, 1899, at the rate of 8 per centum per annum.

That there is due to the Said defendant J. H. Kinkade, upon his answer and Cross Petition herein from Said M. Luther Buffington, and Mary A. Buffington the Sum of $69.03 which is Entitled to draw interest at the rate of 8, per centum per annum from the first day of the present term of this Court, To-wit, from the 2nd day January 1899,

That the said Mortgage deeds of the Plaintiff W. W. Merchant, and the the defendants J. H Kinkade have become absolute

Wherefore it is adjudged by the Court that the Plaintiff herein W. W. Merchant recover against the defendant Said M. Luther Buffington, and Mary. A. Buffington the said Sum of $1089.00 with 8 % interest from January 2nd Costs, for which Execution is awarded,

It is further adjudged by the Court that the defendant. J. H. Kinkade recover against the defendant. Said M. Luther Buffington and Mary. A. Buffington the said Sum of $69.03 with 8 % interest from January 2nd 1899. and Costs for which Execution is awarded.

And it is further ordered by the Court, that Unless the Said defendants. M. Luther Buffington and Mary A. Buffington pay or cause to be paid above adjudged Sums of Money, $1089.00 to the plaintiff W. W Merchant, and Said Sum of $69.03 to Said defendant J. H. Kinkade within 3 days from the date of this Entry hereof an order of Sale issue to the Sheriff for the time being, of Said County, Commanding him as Such Said Sheriff to cause Said premises to be appraised, advertised, and Sold, or So. Much thereof as will be necessary to pay Said claims, and that he pay the proceeds of Such Sale into Court to be distributed, according to its further Orders. Subdivided into lots of from 1. to 4. acres, as would make Convenient Pasture lots, and that he cause Said lots to be appraised and advertised offered for Sale and Sold as upon Execution, and that he, also have Said premises appraised, advertised and offered for Sale as a Whole, and that Said premises be in lots, or as a whole as May be to best interest of all Concerned.

W. W. Merchant Atty for Plft
J. H Kinkade
John M. Brodrick Attorney for
M.L. and Mary Buffington

No 7627 Precipe for order of Sale

February. 13th 1899. The following Precipe for Order of Sale, was filed in the office of the Clerk of Courts. Signed by. Plaintiff Atty. W. W. Merchant

W. W. Merchant, Plaintiff
vs.
M. Luther (Mary) Buffington, Deft

Court of Common Pleas, Union County, Ohio,
Marysville, Feb. 18th 1899

To the Clerk:- Issue Order of Sale in the above case to the Sheriff of Union County, Ohio, Returnable according to law

W. W. Merchant Attorney for, Plaintiff

No 7627 Order of Sale.

February. 13th, 1899. The following Order of Sale was issued by the Clerk of Courts, to the Sheriff of Union County Ohio To-wit:

The State of Ohio, Union County ss

Order Of Sale

To the Sheriff of Said County- Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in Said County of Union on the 16th day of January, 1899. W. W. Merchant, obtained a Judgment and decree against, M. Luther Buffington and Mary A Buffington

for the Sum of One Thousand Eighty Nine and 5/100 Dollars and Twenty One and 49/100 Dollars Costs of Suit; = And Whereas it was then and there by Said Court ordered adjudged and decreed that the Said M. Luther Buffington and Mary A. Buffington within three days from the 2nd day of January A.D. 1899 pay unto the Said W.W. Merchant the Said Sum of One Thousand and Eighty Nine and 5/100 Dollars with interest from the 2nd day of January 1899 and Costs and costs aforesaid: and on default to pay the Same that an order of Sale issue to the Sheriff of Said County Commanding him to proceed according to the Statute regulating Judgments and Executions at law to Sell the real Estate described in the Plaintiffs Petition &c. And Whereas the three days aforesaid have fully Expired and the Said Sum of One Thousand and Eighty Nine and 5/100 Dollars and Costs aforesaid have not been paid or any part thereof as appears 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 Township of Union and part of Surveys Nos 4278 & 5127:- Beginning at a Stone in the Center of the Milford and Allen Center Gravel Road and at the South-East Corner of Jane R. and Jno. T. Grangers land: Thence with the Center of Said Road S. 24 deg. 50 Min W. 22.02 poles to a Stone in the Center of Reed Street; Thence with the Center of Said Street S. 60 deg. 30 Min. E. 31 24 poles to a Stake at the N W Corner of E.E. Gabriels land (Lot); Thence with two Consecutive lines of Said lot S. 80 deg. W. 7 32 poles to a Stake on the North bank of Big Darby Creek, and thence S. 56 deg. E. 41.20 poles to a Stake Northerly Corner to Amey E. Gabriels land: Thence with the West line of Said land S. 26 deg. W. 31 88 poles to a Stone Corner of Dunwards Smiths one acre tract: Thence with two Consecutive lines of Said Tract N. 88½ deg W. 13 poles to a Stone, and S. 26 deg. W. 12 70 poles to a Stone on the North bank of Mill Race; Thence with the North bank of Said Race N. 68½ W. 85 poles to a Stake; Thence N. 87 deg. W. 5.80 poles to a Stake; Thence S. 60 3/4 deg. W. 88 poles (Witness a Sycamore N. 2 deg. W. 9 feet): Thence with the East line of Geo. W. Buffingtons land N. 2 deg. W. 20 poles to a Hackberry; Thence N. 46 deg. E. 15 poles to a Stake on the South bank of Said Creek N. 50 deg. W. 7 32 poles to a Stone on the North bank of Said Creek; Thence N. 25 deg. E. 41 20 poles to a Stone on the South-Westerly Corner of Said Grangers land; Thence with the South line of Said lands S. 66 deg. 30 Min. E. 28 poles to the beginning. Containing 23 07 Acres More or less.

Said land to be Sub-divided into lots of from 1 to 4 acres as would Make Convenient Pasture lots and that he cause Said lots to be appraised & advertised offered for Sale as Upon Execution and that he also have Said premises appraised advertised and offered for Sale as a Whole and that Said premises be Sold in lots or as a Whole as may be to best interest to all Concerned.

We Therefore Command You That you proceed to carry Said 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 18th day of February A.D. 1899.

(Seal)

J.N. Gosnell Clerk

March 25th 1899. The following return was made on the above order of Sale by the Sheriff of Union County, Ohio.

The State of Ohio
Union County } ss

## Sheriffs Return

In Obedience to the Command of the Order of Sale hereto annexed. I did on the 21st day of February. 1899. Summon Mc D. Thompson. Cone Howard. and. J. C. Kennedy. 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 21st day of February. A.D. 1899. Said Appraisers Returned to Me Under their hands and Seals. that they did. Upon actual View of the premises estimate. and appraise the real Value in Money of the Same at. Twelve. Hundred. 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 23rd day of February. 1899. I. caused to be Advertised in the Milford Center Ohioan (a newspaper printed and published and of general Circulation in Union County) Said lands. and Tenements to be Sold at the door of the door of the Court House of Said County on the 25th day of. March. A.D. 1899. at one O' Clock P.M. on 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 25th day of March. A.D. 1899. at the time and place above Mentioned proceed to offer Said lands and tenements at Public Sale. and then and there came. Henry Poling. Who bid for the same the Sum of. Thirteen Hundred. and Ninety Dollars. and Said Sum being More than Two-Thirds of the appraised Value Thereof. and Said. Henry. Poling 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. Thirteen Hundred & Ninety Dollars

J. Ed Robinson Sheriff.

| Sheriffs Fees | | |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum. Appraisers | 1 | 00 |
| Swearing Appraisers | | 25 |
| Conveying Appraisers | 1 | 00 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | | 80 |
| Poundage | 13 | 90 |
| Return | | 25 |
| Revenue | 1 | 50 |
| Total Sheriff | $20 | 30 |
| Appraisers Fee | $ 3 | 00 |
| Printers Fee | $ 88 | 72 |

March 24th 1899. The following Proof of Publication was filed in the Clerks office. To-wit

No 7627
Proof of Publication.

W. W. Merchant
vs
M. Luther Buffington et. al.

## Sheriffs. Sale

W. W. Merchant Attorney
On order of. Sale.
Court of Common Pleas Union County O.

By Virtue of the above Stated writ to me directed from the Court of Common Pleas of Union County. Ohio. I will offer for Sale at the North door of the Court House. in Marysville. Ohio. on. Saturday March. 25th 1899. at or about the hour of. One O' clock P.M. on Said day. the following described Real Estate. To-wit:= Situated in the County of Union Township of Union. and State of Ohio. and part of Surveys No 4278, and 5127. "Bounded and described as follows:= Beginning at a Stone in the Center

of the Milford and Allen Center Gravel Road and at the Southeast Corner of Jane R and Jno T. Grangers land: Thence with the Center of said road South 25 and west 22.25 poles to a Stone in the Center of Reed Street; Thence with the Center of said Street Street. South 60 and East 31.14 poles to a Stake at the Northwest Corner of. E.E. Gabriels land (Lot): Thence with two consecutive lines of said lot South 30. and West 7.32 poles to a Stake on the north bank of Big Darby Creek, and thence South 57.45 and East 2.84 poles to a Stake Northerly Corner to Amy E. Gabriel land: Thence with the West line of said land South 25. and West 30.32 poles to a Stone. at Corner of Durward B. Smiths one acre tract: Thence with two consecutive lines of said tract North 69 and west 13. poles to a Stone. and South 25 and West 12.52 poles to a Stone on the North bank of the Mill Race. Thence W. with the North bank. said Race. North 68½ and west 35. poles to a. Stake: Thence North 87. and West 5.40 poles to a Stake: Thence South 60¾. and West 1.24 poles. (Witness a Sycamore North. 2. and West 9. feet): Thence With the East line of Geo W. Buffingtons land North 1 and west 20.20. poles to a hackberry: Thence North 46. and East 15. poles to a Stake on the South bank of said Creek: Thence Crossing said Creek North 60 and west 7.88 poles to a Stone on the North bank of said Creek: Thence North 25 and East 41.20 poles to a Stone on the Southwesterly corner of said Grangers land: Thence with the South line of said lands South 55.30 and East 28. poles to the Beginning. Containing 23.01 acres more or less

## Tract as Subdivided

Division No. 1

Situated in Union Township. Union County. Ohio. and part of Survey. No. 4278.:= Bounded and described as follows:-Beginning at an iron pin in the Center of Reed Street. and Northwest Corner to E.E. Gabriels land: Thence with the Center of said Street. North 60 and West 100 feet to a Stake the Northeast Corner to Division No 2 of the M.A. Buffington land: Thence with the easterly line of said division, South 30 and West 153 feet to a Stake in the Center of Big Darby Creek: Thence down the Center of said Creek South. 57.45 and East 149 feet to a Stake: Thence North 25. and East 35 feet to a Stake at the Southwest Corner of. said Gabriels land: Thence with the West line of said land North. 30 and East 120.7 feet to the Beginning containing. 38-100. of an acre More or less.

Division No. 2:= Beginning at a Stake in the Center of. Reed Street. and at the Northwest Corner of Division No. 1. of the M.L. and M.A. Buffington land: Thence. with the Center of said Street. North 60 and West. 100 feet to a Stake at the Northeast Corner of Division No. 3: Thence with the East line of said division South 30 and West 148 feet to a Stake in the Center of Big Darby Creek. Thence down the Creek South 57.45 and East 100 feet to a Stake at the Southwest corner of Division No. 1: Thence with the Westerly line of Division No 1. North 30 and East 153 feet to the beginning. containing 35-100. of an acre More or less.

Division No=3= Beginning at a Stake at the Northwest Corner of Division No. 2. of the M.L. and M.A. Buffington land. and in and in the Center of Reed Street: Thence with the Center of said Street North 60 and West 100 feet to the Northeast Corner of Division No. 4: Thence with the Easterly line of said division South 30 and West 144.87 feet to a Stake in the Center of the Creek: Thence down the Creek South 57.45 and East 100.2 feet to a Stake at the Southwest Corner of. Division No 2: Thence with the Westerly line of said division North 30 and East 148 feet to the beginning. Containing 33-100 of an acre More or less

Division. No. 4:= Beginning at a Stake at the Northwest Corner of Division No. 1 of the M.Le. and M.A. Buffington land and in the Center of Reed Street; Thence with the Center of Said Street North 60. and West 13¼ poles to a Stone at the Junction of the Milford and Allen Center Road with Said Street. Thence with Said Milford and Allen Center Grand Road. North 25 and East 1¢ poles to an iron pin at the Junction of the Milford and North Darby Grand Road with the Milford and Allen Center Grand Road; Thence with Said Milford and North Darby Grand Road North 68 and West 28½ poles to a Stone the Southwest Corner to Division No. 5. Thence South 24¾ and West 20¼ poles to a Stone; Thence South 10. and East 4. poles to a Stake in the Center of Big. Darby Creek; Thence down the Creek with the Meanderings thereof to the Southwest Corner of Division No 3. Thence with the West line of Said division North 80 and East 8¾ poles to the beginning containing 4¼ Acres More or Less

Division No: 5:= Beginning at an iron pin at the junction of the Milford and North Darby Gravel Road with the Milford and Allen Center Gravel Road; Thence with the Center of Said Milford and Allen Gravel Road North 25 and East 11½ poles to an iron pin at the Southeast Corner to division No 6. of the M.Le. and M.A. Buffington lands; Thence with the South line of Said division North 65¾ and west 28 poles to a Stone; Thence South 24¾ poles to a Stone in the Center of Said Milford and North Darby Gravel Road; Thence with the Center of Sais Road South 68 and East 28½ poles to the beginning. Containing 2¼ acres. More or Less.

Division No. 6:= Beginning at an iron pin at the Southeast Corner to Jane R. and John F. Grangers land and in the Center of the Milford and Allen Center Grave Road; Thence with the Center of Said Road South 25 and west 8¾ poles to an iron pin at the Northeast Corner to division No. 5 of the division of the M. Le. and M.A. Buffington land; Thence with the North line of Said division No. 5. North 65¾ and West 28. poles to a Stone; Thence North 24¾ and East 8¾ poles to a Stone at the Southwest Corner of Said Grangers land; Thence with the South line of Said land South 65¾ and East 28. poles to the beginning. Containing 1¢ acres. More or Less.

No 7627
Proof of Publication

Division No 7:= Beginning at a Stone at the Southwest Corner of. D. B. Smiths land. and on the North bank of the Mill Race; Thence with the North bank of the Mill Race North 68¾ and West 7¼ poles to a Stake at the Southeast Corner of division No. 8 of the Buffington land; Thence with the East line of Said division (passing over an iron pin at 1. Rod) 43¼. poles to a Stake in the Center of. Big. Darby Creek; Thence down the Creek with the Meanderings to the Northwest Corner of. A.L. Gabriels land; Thence with the west line of Said land South 25, and West 27¾ poles to a Stone at the Northeast Corner of. D. B. Smiths land; Thence with two Consecutive lines of Said land. North 69. and West 18. poles to a. Stone, and. Thence South 25 and west 12½ poles to the beginning. Containing 4¢ acres More or less. Subject to a right of way one rod wide along the North bank of the Mill Race. for the use and benefit of division Nos 7. 8. and 9. of the. Buffington land.

No 7627
Entry

Division No. 8:= Beginning at a Stake at the Southwest Corner of division No 7. of the Buffington land and on the North Bank of the Mill. Race; Thence with the Said Mill Race North. 68¾ and west 15. poles to a Stake at the Southeast Corner of division No. 9. Thence with the East line of Said division North 25. and East 41.62

poles to a Stake (passing over an iron pin at one pole) in the Center of Big Darby Creek; Thence down the Creek South 76.30 and East 12.51 poles to a Stake and South 58.45 and East 1.51 poles to a Stake at the Northwest Corner of Division No 7; Thence With the West line of said Division South 25. and West 43.24 poles to the beginning, Containing 4. Acres More or less:- Subject to a right of Way one Rod wide along the North bank of the Mill Race for the use and benefit of Division Nos. 7, 8 and 9. of the Buffington Land.

Division No 9:- Beginning at a Stake in the Center of Big Darby Creek Northwest corner to division No 8. (Witnessed by an iron pin South 25. and West 4 poles). Thence with the West line of division No 8. South 25 and West 41.62 poles to a Stake on the North bank of the Mill Race: Thence with Said Race North 68.35 and West 12.54 poles to a Stake, and South 60.25 and West 1.24 poles to a Stake (Witnessed by a Sycamore North 2. and West 9. feet); Thence North 2. and West 20.20 poles to a hackberry: Thence North 46 and East 15. poles to a Stake on the bank of Said Creek; Thence North 10. and West 3.54 poles to a Stake in the Center of the Creek; Thence down the Creek with the Center thereof to the beginning, Containing 5.85 acres More or less.

The above discribed property will be offered for Sale by tracts and then as a Whole, the Plaintiff reserving the right to Sell Either way.

| | | | | |
|---|---|---|---|---|
| Division | No 1. | appraised at | | $ 16.00 |
| " | " 2 | " | " | 16.00 |
| " | " 3 | " | " | 16.00 |
| " | " 4 | " | " | 600.00 |
| " | " 5 | " | " | 100.00 |
| " | " 6 | " | " | 68.00 |
| " | " 7 | " | " | 156.60 |
| " | " 8 | " | " | 144.00 |
| " | " 9 | " | " | 208 80 |
| Whole | Tract | " | " | $ 1200.00 |

Terms of Sale Cash

J Ed Robinson Sheriff of Union County: Ohio:

No 7627
Proof of Publication

State of Ohio
Union County ss

Proof of Publication

The Undersigned being duly Sworn says that a Copy of the annexed Notice was published for 5. consecutive weeks in the Weekly Shioan. a Newspaper of general Circulation in the County of Union. said publication beginning with February 24th 1899.

Charles F Monnar.

Sworn to and Subscribed before me this 24th day of March. 1899.

Seal

O. W. McAdow.
Notary Public

April 11th 1899. The following Entry was filed in the Clerks office of Union County Ohio To-wit.

No 7627
Entry

W. W Merchant. Plaintiff
vs
M. Luther Buffington et al
Defendants

Court of Common Pleas. Union County Ohio.

Decree of Confirmation, order for deed and distribution of Proceeds.

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 has been had in all respects in conformity to law and the order of this Court, it is ordered that the Said proceedings and Sale be, and the Same are hereby Approved and Confirmed.

"And it is further ordered that the Said Sheriff. Convey to the purchaser. Henry Poling. by deed, according to law, the property So Sold; and the Said purchaser is hereby Subrogated to all the rights of the Said lein holders. in Said premises. So far as they May be Said herein for the protection of his title; and a Writ of possession is awarded to put Said purchaser in possession of Said premises.

And it is further ordered that the Clerk cause Satisfaction of the Mortgage herein Sued on to be entered on the records. thereof. in the Recorders office of Union County.

And the Court Coming Now to distribute the proceeds of Said Sale. amounting to $ 1390.00 it is ordered that the Sheriff out of the Money in his hands. pay.

1st to John B. Brokaw. the Taxes penalty and interest. against Said Property. To-wit. the Sum of ..... $ 118.38

2nd The Costs of this action Taxed at ..... $ 164.95

3rd To the Said W.W. Merchant. Plaintiff the amount So found due him With interest To-wit the Sum of $ 1106.67

4th To the answering defendant. J.H. Kinkade, the Balance of the Money remaining in his hands to-wit $

Which Shall be applied upon Said Kinkades Claim as a Credit to the amount paid and Judgment in favor of Said Kinkade against the Said M. Luther Buffington and Mary A. Buffington for the balance of his Claime to wit. the Sum of $ for which Execution is awarded.

W.W. M
J.H. K
J.B. B
By A.C.S.

Attest J. N. Gosnell Clerk

No 7594
Petition

Pleas. Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow, Judge of Said Court. of the Term of April. to-wit. on the 18th day of April in the year of Our Lord. One Thousand Eight Hundred and Ninety Nine

Be it remembered that heretofore. To-Wit: on the 14th day of November. A.D. 1898 The Weeks Scale Works filed in the Clerks office of the Said Court. of Common Pleas. the following Petition against L. Kalties: To-wit:

No 7594
Petition

The Weeks Scale Works, a Corporation Under the laws of the State of. New York
Plaintiff
Vs
L. Kaltes := Defendant,

Common Pleas Court.
of Union County. Ohio.
No 7594

Petition

Plaintiff Says:= That it is a. Corporation under the laws of the State of. New. York.

Plaintiff further furthes= That on or about the 1st day of August 1897. the said defendant. L. Kaltes. purchased of the plaintiff. One five Ton. 7½ X 14. ft Scales, for which he. the said defendant. agreed to pay to the said plaintiff the Sum of Fifty Five ($55.00) Dollars. within four Months from date of purchase. To. wit: on the 1st day of December. 1897.

Plaintiff further Says=; That they duly delivered said Scale, to the said defendant at. Plain City, and that the said defendant duly accepted said Scale, and took them into his possession and had them placed on a foundation erected by him near his place of. business, in the Village of Watkins: Ohio.

That. the said defendant. L. Kaltes, duly executed his order in writing for said Scale, a Copy of which is as follows; To-wit,

Watkins Ohio. August. 1st 1897.

Weeks' Scale Works Buffalo. N. Y.

"Please Ship" Via. ..... Marked to. R.R. Station --
One 5. Ton. 7½ X 14 ft. Wagon Scale ..... for which boxed and delivered on Cars at Buffalo N.Y. free of charge ..... I agree to. pay $55.00 Dollars. Within 4. Months from date. payable at the Farmers. Plain City: Ohio. Every Scale Warranted accurate and durable. and can be returned if not. Satisfactory.

And it is agreed. that you do not part with, nor do we acquire any title to said Scale until it is fully paid for. and in default of the payment of the Same as agreed. you or your Agent may take possession of. and remove the said Scale without any. process of. law

Signed L. Kaltes

That there is due to this said plaintiff. from the said defendant. L. Kaltes. the Sum of Fifty Five Dollars, with interest from the 1st day of December. A.D 1897. That demand was made on the said defendant. for said indebtedness. Under said order and he refused to pay the Same though the same is for part due and Wholly. Unpaid

Wherefore the said plaintiff asks for Judgment against the said defendant, L. Kaltes. for the Sum of. Fifty-Five Dollars. with interest from the 1st day of. December A.D. 1897. and for Costs,

W. W. Merchant
Attorney for Plaintiff

State of Ohio, } ss
Union County }

W. W. Merchant, being first duly Sworn according to law, Says, that he is the duly authorized Attorney of the said Plaintiff in the premises, that the said Plaintiff is a Corporation, that the facts Stated and allegations Made are, as he Verily believe, True

W. W. Merchant,

Sworn to before Me, and by the said affiant, Subscribed in My presence, this 14th. day of November A.D. 1898

(Seal)

J. N. Gosnell Clerk

January 2nd 1899. The following answer was filed in the Clerks Office by Defendants Attorney, D. A. Thompson Do-ant:

No. 7594
Answer

The Weeks Scale Works of New York; Plaintiff
Against
L. Kallies; Defendant

Court of Common Pleas: Union County Ohio:

Answer

The defendant Comes, and for Answer to Plaintiffs Petition Says:- That he admits the Making and Signing of the Contract to Plaintiffs Agent, for the Wagon Scale described in Plaintiffs Petition on or about the First day of August 1897. and by the Conditions of Said Contract was to pay Fifty five Dollars ($55^{00}$) within four Months from date thereof, but the further Conditions of Said Contract was, That the Said Scale was Warranted, accurate and durable, and Might be returned to Said Company if not Satisfactory, the further Conditions of Said Contract was, that the Said Company was not to part with Said Scale, and the defendant was not to acquire any title to Said Scale Until it was fully paid for, and on default of payment for Said Scale the Said plaintiff, or its agent May take possession of, and return the Said Scale without any procees of law.

That the Said Scale is not Correct in Weighing as it was Waranted to be, and Never has Weighed Correctly, and defendant denies that he was or is indebted to plaintiff in any Sum Whatever, that the plaintiff, and the agent was Notified by defendant of the incorrectness of Said Scale, and Notified Said plaintiff to remove Said Scale as agreed in Said Contract, That this defendant only accepted the Said Scale on the Conditions of the Written Contract

That this defendant Contracted for Said Scale and had them Erected for the income he Might derive in a financial way by Weighing Grain Stock &c. for the People of his Neighborhood. But by Reason of the bad reputation Said Scales received by Reason of their incorrect Weighing the defendant could get No. Weighing to do, except occationaly to weigh Some Small article.

That plaintiff herein, though Agents have attempted to fix the Said Scale, but has Never Succeeded in Making them Weigh Correctly, and Said plaintiff on being Notified of the Condition of Said Scale agreed by its Attorney W. W. Merchant, to remove Said Scale, but has failed to do so, and that this defendant is under No obligation whatever to Said Scale Company, and denies each Every other allegation of Plaintiffs

No 7594
Entry

Petition not herein Specifically admitted

F. A. Thompson Attorney for Defendant.

The State of Ohio
Union County. ss

The Defendant L. Kaltes, Comes, and Makes Oath, and Says, that the allegations herein Contained in the foregoing Answer are true as he verily believes.

L. Kaltes.

Sworn to and Subscribed before me this 20th day of December A. D. 1898.

(Seal)

James B. Cole
Notary Public.

---

January 2nd 1899. The following reply to above answer was filed by Plaintiffs attorney W. W. Merchant, To-wit.

No 7594

Reply

Weeks Scale Works of New York: Plaintiff
vs
L. Kaltes: Defendant

Court of Common Pleas: Union County: Ohio:
No 7594
Reply

For reply Plaintiff: Says:- That if said Scales did not Weigh correctly, it was the fault of the defendant, in the Negligent way in which he Set Said Scales, that the foundation on which they were placed by the said defendant was poorly constructed that it Slipped out and let Said Scales become out of plumb, and all of which was known to the Said defendant, and which he was advised to fix and that then they worked all right for a time till Said foundation again got out of Shape. That Said Plaintiff was ready and willing to test Said Scales with the County tests, but that their agent was utterly refused the access to Said Scales by the Said defendant L. Kaltes

Plaintiff therefore asks Judgment as before and for Costs &c.

W. W. Merchant Attorney for Plaintiff

State of Ohio
Union County ss

W. W. Merchant being first duly Sworn, according to law, Says; that he is the duly authorized Attorney of the Plaintiff, in the premise that Said Plaintiff is a Corporation, that the facts Stated and allegations made are, as he Verily believes, true,

W. W. Merchant.

Sworn to before me, and by the Said affiant Subscribed in my presence, this 2nd day of Jan. 1899

(Seal)

J. M. Gossett Clerk of Courts

---

April 18th 1899. The following entry was filed in the Clerks office. To-wit:

No 7594
Entry

Weeks Scale Works
vs
L. Kaltes

Entry

This day came the parties by their attorneys, also came the following named persons as Jurors To-Wit: C. Charles Nicol, C2 John Webster C3 Wm Fulton C4 Robert Waglett C5 Benj Rogers C6 Charles Coe,

(C) John M. Haney (C) H. M. Montgomery (C) Courtney Cox (C) S. A. Hudson (C) E. L. Price (C) Thomas Mulcahy. who were duly Sworn and impaneled according to law. and after hearing the Evidence adduced. arguments of Counsel and the Charge of the Court. the said Jury retired to their room. attended by the Sheriff for deliberation:= And Now Come the said Jury into open Court with their Verdict in writing Signed by their foreman and Say.

Verdict for Plaintiff

Court of Common Pleas

No 7594
Verdict

The State of Ohio } Civil Action = Verdict for Plaintiff
Union County }

We the Jury. being duly impaneled. Sworn and Affirmed. find the issues in this case in favor of the Plaintiff. and assess the Amount due to the Plaintiff from the Defendant. L. Kalteis. at the Sum of Fifty Nine 56/100 Dollars. ($59 56)

Dated Apl. 18th 1899

J. L. Webster Foreman.

---

May 1st 1899. The following Entry was filed in the Clerks office. To-wit.

No 7594
Judgment on Verdict

Weeks Scale Works Plaintiff
vs.
L. Kalteis = Defendant

Court of Common Pleas. of Union County. Ohio
Judgment on Verdict

The Jury in this action. having. on a former day. of this Term rendered a Verdict for the Plaintiff. and found the amount due the said Plaintiff from the said defendant, to be the Sum of $59 co. and no Motion for a New trial having been Made,

It is therefore considered by the Court that the said Plaintiff. recover from the said Defendant L. Kalteis the said Sum of $59 co. together with his Costs herein expended. and Execution is awarded. the said Plaintiff

---

May. 2nd 1899: The following Motion was filed in the Clerks office To-wit.

No. 75. 94
Motion

The Weeks Scale Works
Plaintiff
against
L. Kalteis = Defendant

Court of Common Pleas:= Union County: Ohio.

Motion

Now Comes the defendant. L. Kalteis and Moves the Court to Set aside the Judgment and Verdict. taken against said defendant, in the above entitled action. and for a new trial for the following reasons. To-wit:

That there is Newly discovered Evidence. Material for the defendant herein affidavit which he could Not with reasonable diligence have discovered and produced at the trial

F. A. Thompson Attorney for. Defendant,

Attest J. M. Gamble Clerk

---

No 7657
Petition

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doo, Judge of Said Court, of the Term of April, To-Wit; on the 21st day of April in the year of Our Lord, One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore, To-Wit:, on the 11th day of March, A.D. 1899. Leander Culver filed in the Clerk's office of the Said Court of Common Pleas, the following Petition against, Bertha Thompsen, To-Wit:

No 7657
Petition

Leander Culver: Plaintiff
VS
Bertha Thompsen, a Minor, over the age of 14. years,
Goldie Culver, an Infant under the age of 14. years, and
Horatio J. Rhoads, Hanah Culver

Court of Common Pleas, Union County, Ohio.

Petition for Partition.

No. 7657.

Plaintiff Says= That on or about the 16th day of February, A.D. 1898, One Rachel M. Culver, late of Said County, of Union, and State of Ohio died intestate, Seized in fee Simple, in the following lands and tenements.= Situate in the Said County of Union, and State of Ohio, and in the Township of Leiberty, and being part of the Virginia Military Survey Nos 6663, and 6776, and Bounded and described as follows: To=Wit:

"Being The Undivided One half (1/2) of the following tract:= Beginning at a Stone in the Center of the Bellefountain and Delaware Road, at the Southeast Corner of land owned by Newman Dillon; Thence Northerly with Said Newman Dillon's East line, 96. poles to a Stake and Stone, at the Northeast Corner of Said Newman Dillon's land; Thence South 81½ deg. East 89. poles to the West line of land owned by the heirs of John Carter "deceased"; Thence Southerly with the Said John Carter's west line, 81 poles to a Stake or Stone in the Center of Said Bellefountain and Delaware Road; Thence Westerly with the Center of Said road. 46. poles to the place of beginning. Containing 24. acres More or less

"Plaintiff further Says: That the Said Rebecca M. Culver, and this Said Plaintiff bought Said lands together and that they each own an Undivided one half (1/2) of Said premises. Said to Contain 24. acres More or less. That the Undivided one half So. owned by the Said Rebecca M. Culver "deceased" of Said premises descended to the following Named persons, the Children of the Said Rebecca M. Culver, "dec.d" To=Wit: The Said Bertha Thompson an Equal one Third (1/3) part, in fee, To the Said Goldie Culver the equal one Third (1/3) part, in fee. To the Said Ethel Culver, the Equal one Third (1/3) part, in fee. To your petitioner, the Equal one half of Said tract of 24. acres.

Your Petitioner further Says, that he is entitled to dower, in the Undivided one half of Said premises belonging to the Said Rebecca M. Culver, "dec.d" as he is her Surviving husband.

That the defendant, Horatio J. Rhodes, holds a Mortgage on Said premises, and for which the Whole tract is Liable.

Plaintiff further Says, that the defendant, Hanah Culver, is his Present Wife

Your petitioner further Says, that he has paid to the Said Bertha Thompson, the first Named defendant, herein, the Sum of Seventy-Eight

Dollars in full of her Share of Said Mothers estate but that She has never given him a deed for the Same.

Your Petitioner, therefore, prays that the Said Bertha Thompson, Goldie Coulson, Ethel Coulson, Horatio J. Rhoads and Hanah Coulson may be made parties defendants herein; That your Petitioner, desiring to hold his Said one half interest in Said Tract in Severalty, prays that Partition of Said premises may be made, and that his Dower be assigned and Set off to him in Said premises, belonging to the Said Rebecca M. Coulson, "dec.d", or if it Shall appear that partition can not be made, Without Manifest injury, then that the Same be Sold, or other order taken pursuant to the Statute in Such case Made and provided.

W. W. Merchant Attorney for Plaintiff

State of Ohio } ss
Union County }

Leander Coulson being first duly Sworn, Says, the facts Stated and allegations made in his foregoing Petition are, as he Verily believes, true

Leander Coulson.

Sworn to before Me and by affiant Subscribed in my presence. this 11th day of March A.D. 1899.

(Seal)

J. M. Gosnell
Clerk of Court

No 7657
Waiver of Summons

I hereby Waive the issue and Service of Summons and Voluntary Enter My appearance as defendants in the above Case,

H. J. Rhoads
Hanah Coulson.

To the Clerk:

No 7657
Precipe

Issue Summons for the defendant Bertha Thompson, a Minor over 14 years old to the Sheriff of Union Co. O. returnable according to law, and for the defendant Goldie Coulson and Ethel Coulson Each Minors Under the age of 14 years to the Plaintiff Leander Coulson returnable according to law. Endorse Each of Said Writs, action for Partition and Equitible relief

W. W. Merchant Attorney for Plaintiff

March 11th 1899: The following Summons was issued to the Sheriff of Union County; To-Wit

No 7457
Summons

Summons

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

You are hereby commanded to Notify Bertha Thompson, a Minor over 14 years old that She has been Sued by Leander Coulson in the Court of Common Pleas of Union County and must answer by the 8th day of April A.D. 1899. or the Petition of the Said plaintiff will be Taken as true, and Judgment rendered accordingly

You will Make due return of this Summons on the 20th day of March A.D. 1899.

Witness My hand and the Seal of Said Court this 11th

No 7657
Return on Summons.

No 7657
Summons.

No 7657
Return of Summons.

day of March A. D. 1899

Seal

J. N. Gosnell Clerk

March 18th 1899. The following return was made by the Sheriff of Union County Ohio. on the above Summons. To-wit:

No 7657
Return on Summons.

The State of Ohio
Union County ss

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees | | |
| Service & Return | | 50 |
| Mileage | 2 | 08 |
| Copy | | 15 |
| Total | $ 2 | 73 |

Received this writ March 16th A.D. 1899, at 8. O'clock A M. and Served Same by delivering a true and certified copy of this writ with all of the endorsements thereon to Bertha Thompson Personally on March 17th 1899.

J. Ed Robinson Sheriff.
By Allen Haines. Deputy.

March 11th 1899. The following Summons was issued to Leander Culver, To-wit:

No 7657
Summons.

The State of Ohio
Union County ss

Summons.

To Leander Culver

You are hereby commanded to Notify Goldie Culver and Ethel Culver. Each Minors. Under the age of 14 years; delivered to the Plaintiff Leander Culver:= That they have been Sued by Leander Culver in the Court of Common Pleas of Union County, and Must answer by the 8th day of April A. D. 1899, or the Petition of the said Plaintiff will be taken as true, and Judgment rendered, accordingly.

You will Make due return of this Summons, on the 20th day of March, A. D. 1899,

Witness My hand and the Seal of said Court this 11th day of March A. D. 1899.

J. N. Gosnell Clerk

Seal

March 20th. 1899. The following return was made on the above Summons. by Leander Culver. to-wit:

No 7657
Return of Summons.

The State of Ohio
Union County ss

Leander Culver being first duly Sworn, Says, that he received said writ on the 15th day of March 1899. and on the same day he delivered a true copy, with all indorsements thereon, to the defendants, Goldie Culver, and Ethel Culver, a true copy to their Father, Leander Culver, they being under the age of 14 years, and residing with their Father, and neither having a legal guardian

Leander Culver.

Sworn to before Me and by the said Leander Culver, Subscribed in My presence, this 20th day of March 1899,

Seal

J. N. Gosnell Clerk

No 7657
Appointment of Guardian ad Litem for Infant Defendants.

Leander Culver
Plaintiff
vs
Bertha Thompson et al
Defendants

Court of Common Pleas, Union County. Ohio.

Appointment of guardian, ad. litem for Infant. defendants.

It is ordered by the Court that F.A. Thompson be, and he is hereby appointed by the Court guardian for the Suit for Bertha Thompson, Goldie Culver and Ethel Culver, the Infants defendants Named in the Petition herein, and the said F.A. Thompson appears in Open Court and accepted said appointment

No 7657
Answer of F.A. Thompson Guardian ad. litem

Leander Culver.
Plaintiff
vs
Bertha Thompson. et.al.
Defendants

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

Answer of. F.A. Thompson. Guardian ad, litem

Now Come F.A. Thompson, and as guardian for the Suit for the infant defendants, Bertha. Thompson, Goldie Culver and Ethel Culver, Says that he denies all Material allegations of the Petition Prejudicial to Said Minor defendants,

State of Ohio
Union County ss

F.A Thompson being first duly Sworn. Says that the facts Stated and allegations Made in his foregoing answer, are true, as he Verily believes,

F.A. Thompson.

Sworn to before me, and by the Said affiant Subscribed in my presence this 20th day of April. 1899.

(Seal) J.H. Gannell Clerk of. Court

April 20th 1899. The following Entry was filed in the Clerks Office To-wit:

No 7657
Entry

Leander Culver
Plaintiff
.Vs.
Bertha Thompson et. al.
Defendants

Entry

This Cause Came on to be heard upon the Petition, the answer of the guardian for the Suit for the Minor defendants, and the and the Pleadings and the record in the cause, and was fully Submitted to the Court:= On Consideration Whereof, and it appearing to the Satisfaction of the Court, that all and every of Said defendants have been duly Notified of the bringing, pendancy, and demand of Said action against them, as required by law, and that Said Plaintiff hath an 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, upon the Motion of W.W. Merchant, Attorney for the Plaintiff, that, by the oaths of D.H. Henderson

No 7657
Writ of Partition

No 7657
Precipe for Writ of Partition

Alonzo Titus and T. M. Branan, Judicious, disinterested free-holders of the Vicinity, Upon actual View of the premises, One full and equal one half. (½) part thereof, of Said lands in Said Petition described, be Set off to the Petitioner, Leeander Culver, to hold in fee-Simple, and Upon actual View thereof, by the like oaths of the Said D. H. Henderson, Alonzo Titus and T. M. Branan. that the dower Estate of the Said Petitioner, Leeander Culver, be Set off in the balance of Said premises, So described in Said Petition, and Upon like oaths of the Said D. H. Henderson, Alonzo Titus and T. M. Branan, and Upon actual View of the Said premises. Partition be Made of Said lands Subject to Said dower estate of the Said Leeander Culver, in the one equal undivided One half (½) of Said premises, in the following proportions To-wit: To the Said Bertha Thompson, defendant, the equal one third (⅓) part Thereof: and to the Said Goldie Culver defendant, the Equal One third (⅓) part Thereof: and to the Said Ethel Culver, defendant, the Equal One third part Thereof, but all of Said premises Subject to the Mortgage of the defendant, H. J. Rhodes, as his Mortgage Claim may appear. if the Same can be done without Manifest injury to the Value thereof, and if Not that Said premises (24 acres) be appraised at the true Value thereof in Money.

"And it is further ordered that a Writ of Partition issue to the Sheriff of Union County, Commanding him to cause Said dower to be assigned, and that Said Partition to be Made accordingly.

Wm Merchant for Plaintiff
F. A. Thompson Guardian ad Litem for
Bertha Thompsen.

April 21st 1899: the following Precipe was filed for Writ of Partition directed to the Sheriff of Union County Ohio, To-wit

No 7657
Precipe for
Writ of
Partition

Leeander Culver
Plaintiff
vs
Bertha Thompson et al
Defendants

Court of Common Pleas, Union County "Ohio"
Marysville April 21st 1899.

To the Clerk:

Issue Writ of Partition in the above case directed to the Sheriff of Union County, Ohio returnable according to law.

W. W. Merchant attorney for
Plaintiff

April 21st 1899. The following Writ of Partition was issued to the Sheriff of Union County "Ohio" To-wit:

No 7657
Writ of
Partition

The State of Ohio
Union County ss

Writ of Partition. To the Sheriff of Said County Greeting

We command you, that without delay, by the oaths of D. H. Henderson, Alonzo Titus and T. M. Branan, you cause to be set off to Leeander Culver, one full Equal half part of the Real Estate hereinafter described to hold in fee Simple, and that in like Manner by the oaths of the Same Men, you cause Partition to be Made of the following Real Estate, Situate in the County of Union: State of Ohio, and in the Township of Liberty, and being part of the Virginia Military Surveys Nos 6563 and 6776 and

bounded and described as follows To-wit: = Being the undivided one half (½) of the following tract: Beginning at a Stone in the center of the Bellefountain and Delaware Road at the Southeast corner of land owned by Newman Dillon: Thence Northerly with said Newman Dillons East line 46. poles to a Stake and Stone at the Northeast corner of Said Newman Dillons land: Thence S. 81½° E. 39. poles to the West line of land owned by the heirs of John Carter "deceased" Thence Southerly with the said John Carters West line 81 poles to a Stake or Stone in the center of said Bellefountain and Delaware Road: Thence Westerly with the center of Said Road 46. poles to the place of beginning, Containing 24. acres more or less.

Subject to Said Dower Estate of Leander Culver in the undivided ½ of said premises among the persons named, and in the following proportions, To-wit,

To- Bertha Thompson. One Third (⅓) Part.
To- Ethel Culver. One Third (⅓) Part.
To- Goldie Culver. One Third (⅓) Part.
(Subject to the Mortgage of H. J. Rhoads)

And if, in the opinion of the said commissioners, said premises can not be divided by Meats and bounds without manifest injury to the Value thereof, you cause them to appraise the same both subject to, and also free from the dower of the said Leander Culver, 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 Leander Culver: Plaintiff and Berth Thompson 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 Marysville this 21st day of April. A.D. 1899.

(Seal)

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

No 7675 Return on Writ of Partition

April 25th 1899. The following return was made by the Sheriff on the above Writ of Partition To-wit:

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Mileage | 1 | 40 |
| Executing Writ | 1 | 00 |
| Swearing Com | | 25 |
| Report Com | | 25 |
| Return | | 25 |
| Total | $ 3 | 40 |
| Commissioners Fees | 1 | 00 |
| D. H. Henderson | 1 | 00 |
| Alonzo Titus | 1 | 00 |
| T. M. Branon | | |
| Total | $ 3 | 00 |

As commanded by the foregoing, Writ of Partition and Dower, I have executed the same by the oaths of D. H. Henderson, Alonzo Titus and Thos. M. Branon causing Partition to be made of the premises in said Writ described; 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 by reference to the report of the said commissioners, herein returned,

Given under my hand this 24th day of April A.D. 1899,

J. Ed. Robinson
Sheriff

No 7676 Commissioners Report

No 7675 Entry

April 25th 1899. The following report of Commissioners was filed to-wit:

No 7676
Commissioners
Report

Leander Culver
Against
Bertha Thompson, et al.

Commissioners Report Union County ss.
Court of Common Pleas. In Partition and Dower.

According to the Command of the Writ of Partition, and Dower in this case issued, and on Call of the Sheriff of Said County, we, the Undersigned Commissioners, after being first duly Sworn, And upon actual View of the premises, We are of opinion that the Said lands can not be divided without Manifest injury, and we do estimate the Value of the Same at $37 53/100 per acre.

Given Under our hands this 24th day of April. A D. 1899.

D. H. Henderson
Alonzo. Titus
Thos M. Branon
} Commissioners

September 11th 1899. The following Entry Confirming Sale, and order of Distribution of proceeds was filed in the Clerks office, To-wit:

No 7675
Entry

Leander Culver Plaintiff
Vs
Bertha Thompson, et al. Defendants

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

This day this Cause coming on to be heard upon the return of the Sheriff and of 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 Meats and Bounds without injury to the Value thereof, and the Said Commissioners have Made and returned their Appraisment of Said Estate at $896.00, the Court find the Said return and proceedings in all respects correct and in Conformity to law, and do therefore Approve and Confirm the Same, And it appearing to the Court that the Said Leander Culver has Elected to take Said premises at their appraised Value, it is ordered by the Court, on good cause Shown, that the proportion thereof due to the parties be paid in Cash to the Sheriff of Said County, the Said Sum of $896.00, and it hereby is, adjudged to him and the Said Sheriff is ordered thereupon to Make and Execute and deliver to him a good and Sufficient Deed in fee-Simple, for Said premises

And the Court Coming now to distribute the proceeds of Said Estate, It is ordered that the Sheriff, Upon receiving the Same, as above, pay, 1st, To the Treasurer of Said County, all Taxes, if any, Upon Said premises, 2nd to the Clerk of this Court the Costs herein including an attorney fee to W. W. Merchant of $15.00 and to F. A. Thompson, Atty, for Miner defendants, ad-litem the Sum of $7.47 Taxed at $ 3rd To the defendant, Horatio J. Rhoads, the Sum of $728.82, being the amount found due on his said Mortgage

And the Court find that there is a Balance in the hands of Said Sheriff, $40.00 he is ordered to pay it to the Said Bertha Thompson, Goldie Culver, and Ethel Culver in Equal parts, in full of their Share of Said Estate.

W. W. Merchant Atty for Plaintiff and H. J. Rhoads, Deft
F. A. Thompson Attorney and Guardian Ad-Litem for
The Miner defendants.

Attest J. M. Gosnell Clerk.

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District, of the Court of Common Pleas, of the State of Ohio, before the Honorable, Duncan Dow Judge of Said Court, of the Term of April, to wit; on the 10th day of April in the year of Our Lord, One Thousand Eight Hundred and Ninety Nine

Be it Remembered, that heretofore, To-Wit- on the 21st day of January A.D. 1899, William Moffitt filed in the Clerks office of the Said Court of Common Pleas, the following Petition against George Davis: To-Wit:

No 7687
Petition

William Moffitt: Plaintiff
against
George Davis: Defendant,

In the Court of Common Pleas, of Union County; Ohio,
Petition

The Plaintiff Says:- That this action is, certified up to, this Court from the Docket of Norman M. Hubbard a Justice of the Peace for York Township, Union County, Ohio; That defendant is indebted to Plaintiff in the Sum of Twenty Eight and 19/100 Dollars with Six per cent interest from January 1st 1890, on a Contract for goods Sold and delivered by Plaintiff to Defendant during the years 1888, 1889 and 1890,

Plaintiff therefor asks Judgment against Said Defendant for said Sum of $28.19. @ 6% Interest from January 1st 1890

John M. Brodrick Attorney for Plaintiff

The State of Ohio
Union County } ss

William Moffitt, this Plaintiff being Sworn, Makes oath that the facts Stated in the foregoing Petition are, as affiant believes true

William Moffitt.

Sworn to by Said William Moffitt before Me, and Signed by him in My presence this 20th day of January, 1899.

J. A. Gasnell Deputy Clerk

No 7637,
Sheiffs Return on order of Attachment

January. 21st 1899. The following Receipt was filed in the Clerks Office, for Summons and writ of Attachment- To-wit:- (See Transcript)

Schedule "A"

No. 7637
Receipt

Clerk: Issue Order of attachment to Sheriff of Union County, Ohio, together with Summons, returnable according to law;- Indorse, Attachment: Amount Claimed $28.19 @ 6% Interest from January 1st 1890

John M. Brodrick Attorney for Plaintiff

January. 21st 1899. The following Order, of Attachment was issued and delivered to the Sheriff of Union County, Ohio- To-wit:

No 7687
Order of Attachment

The State of Ohio
Union County } ss

Court of Common Pleas.

William Moffitt, Plaintiff
vs
George Davis, Defendant

To the Sheriff of Union County

You are Commanded to, attach and Safely keep the lands, tenements, goods, Chattles, Stocks or interest in Stocks,

rights, Credits, Money and effects of the defendant George Davis, in your County not exempt by law from being applied to the payment of the Claims of the Plaintiff William Maffitt, or so Much thereof as will Satisfy his claim for Twenty Eight and 19/100 ($28 19/100) Dollars, with Interest from January 1st 1899 and also for Twenty five Dollars the probable cost of this action.

You will Make due return of this Order on the 30th day of January A.D. 1899

Witness My hand and the Seal of Said Court this 21st day of January, A.D. 1899

(Seal)

J. V. Gorrell. Clerk

January 24th 1899. The Sheriff Made the following return on the above Order of Attachment-To-wit

No 7637, Sheriffs Return, on Order of Attachment

| Sheriff Fees. | $ | cts |
|---|---|---|
| Service | | 25 |
| Copies | | 25 |
| Mileage | 2 | 54 |
| Sum. Appraisers | 1 | 00 |
| Surveying " | | 25 |
| Inventry & Apprisal | | 25 |
| Return | | 25 |
| Notice to Gar | | 25 |
| Total | $ 5 | 01 |
| Appraisers Fees | $ 3 | 00 |

Sheriffs Return

Office Sheriff Union County Ohio.

January, A.D. 1899.

Received this Order on the 21st day of January, A.D. 1899, and in obedience to the Command thereof, I did on the 23rd day of January, A.D. 1899, in the presence of C. E. Blaine and C. Dover 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 appraisment of Said property, we proceeded to Make Such inventory and appraisment, as will fully appear by reference to Said Schedule "A"

Schedule "A"

Schedule "A"

We: J. Ed. Robrison Sheriff of Union County and C. E. Blaine and C. Dover, two freholders of Said County, do truly inventory and Appraise the property attached under the foregoing Order, as the property of George Davis and hereinafter described as follows. Viz;

The following described tract or parcel of land Situated, lying, and being in the County of Union, in the State of Ohio;= Being part of Survey No 12542 of the Virginia Military, So Usually Called;= Beginning at two beeches in the North original line of Said Survey No 12542, Northwest Corner of 98 acres of Said Survey Conveyed by us to Harmon Patrick; Thence with the original line of Said Survey S. 80. W. 160. poles to two beeches and a Sugar tree; Thence S. 13. W. 96. poles to a beech and Buckeye; Thence N. 78. E. 16 poles to a Lynn and two Beeches, Southwest Corner of Said Patricks; Thence with his line N. 13. E. 92 poles to the Beginning, Containing Seventy two acres, More or Less.

Also on the following premises Situated in the County of Union, State aforesaid and in the Virginia Military District; Bounded and described as follows:

"Eighty Seven and one half acres of land on the Waters of Fulton Creek, Part of Survey No 12542: Beginning at a Stake and beech in the Northwest Corner of the original Survey; Thence with Said line N. 80. E. 160 poles to two Beeches,

and a Sugar tree: Thence N 15° E. 76. poles to a beech and a hickory at the Southwest Corner of 72. acres of land deded to Edgar Davis: Thence with the line of Johnson & Miller 160 poles to a Sugar tree and a beech: Thence with the original line of said Survey 100. poles to the place of Beginning be the same more or less.

The interest of Geo Davis in the above described land Appraised at $1225.00

A Copy of the above was left with D.W. Longshore who is in Charge of the land.

Given Under our hands this 28th day of January A.D. 1899.

J. Ed Robinson Sheriff
C. E. Blair
C. Doner.

---

January 21st 1899 The following Summons was issued and delivered to the Sheriff of Union County: Ohio.

No 7637. Summons

The State of Ohio. Union County } Summons

To the Sheriff of Union County:- You are Hereby Commanded to Notify George Davis that he has been sued by William Moffitt in the Court of Common Pleas of Union County, and Must answer by the 18th day of February A.D. 1899, 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 January A.D. 1899.

Witness my hand and the Seal of said Court this 21st day of January, A.D. 1899

(Seal)

J. M. Gorrell Clerk

---

January 24th 1899. The following return was made on the above Summons by the Sheriff:- To-wit

No 7637 Return on Summons.

The State of Ohio } Sheriffs Return
Union County

| Sheriffs Fees. | $ | cts |
|---|---|---|
| Return | | 25 |
| Mileage | 2 | 56 |
| Copy | | 15 |
| Total | $ 2 | 96 |

Received this writ Jan 21st A.D. 1899 at 5. O'Clock P.M. and on January 28th 1899 after diligent search and inquiry, the within named Defendant George Davis was not found within my Bailwick

J. Ed. Robinson
Sheriff.

---

January 25th 1899, The following order of Attachment was issued to the Sheriff of Union County Ohio. To-wit

No 7637 Order of Attachment.

The State of Ohio Union County
William Moffitt, Plaintiff
vs
George Davis Defendant } Attachment

Court of Common Pleas
To the Sheriff of Union County.

You are Commanded to attach and Safely keep the Lands, Tenements, Goods, Chattles, Stocks or interest in Stocks. Rights, Credits, Money and Effects of the defendant. George Davis. in your County Not Exempt by law from being Applied to the payment of the Claimes of the plaintiff. William. Moffitt. or So Much thereof as will Satisfy Said plaintiffs Claim. for. Twenty Eight $^{12}/_{100}$ ($28 12/100) Dollars, with interest from Jan 1st 1890, and also for. Twenty Five Dollars the probable Costs of this action.

You will Make due return of this Order on the 6th day of. February A.D. 1899.

Witness My hand and the Seal of Said Court this 25th day of January. A.D. 1899.

(Seal)

J M Gosnell Clerk
By Jno A. Gosnell Deputy

January 27th 1899. Order of Attachment returned with the following Endoroments theron: To-wit:

| Sheriff's Fees: | $ | cts |
|---|---|---|
| Service | | 25 |
| Copies | | 25 |
| Mileage | 2 | 56 |
| Sum. Appraisers | 1 | 00 |
| Sworn " | | 25 |
| Inventory &c | | 25 |
| Return | | 25 |
| Notice to Garnishee | | 25 |
| Total | $ 5 | 06 |
| Appraisers Fee | $ 3 | 00 |

Sheriffs Return
Office Sheriff Union County Ohio.

Received this order on the 25th day of January. A.D. 1899 at. 2. O' clock. P.M. and in Obedience to the Command thereof. I did on the 26th day of. January. A.D. 1899 at 12. O' clock. M. in the presence of C. E. Blain and Benjamin Thomas 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". I also at the Same time left a true copy of. this. writ.

## Schedule "A"

Schedule "A"

We. J. Ed Robinson, Sheriff of Union County, and C. E. Blain and Benjamin Thomas. Two freeholders of Said County, do truly inventory and appraise the property attached Under the foregoing order the Undivided ½ interest as the property of George Davis, and hereinafter described as follows: Viz:

Lot No One of the Subdivision of the Estate of Elza Davis "deceased" Assigned to Mary Ellen. Davis as her Dower in Said Estate

"Part of Survey No 12542 = Beginning at a Stone in the Center of the boundry road. and in the Greenville Treaty line North Westerly course to lot No 2 assigned to J. W. Davis; Thence with Said Treaty line (True Meridian Courses) S. 83 3/4. W. 183 80/100 poles to a Stone and brick North Easterly corner to the Southerly part of No 3. assigned to George D. Davis; Thence with the Easterly line of Said lot. S. 17½ W. 98 75/100 poles to a Stone (Witness a Small Beech 5½ feet in line) in the South line of the Elza Davis Home farm; Thence with Said line N. 83°. E 185-80/100 poles to a Stone Southwesterly corner to Said lot No 2; Thence with the Westerly line of Said lot. N. 18°. E. 98 20/100 poles to the

"Beginning Containing Ninety Eight acres. More or less
"See Law Record No. 20, Page 483. of the Records of the Court of Common Pleas of Union County, Ohio,
The Undivided ¼ interest in the above described, as the property of George Davis. Appraised at. $628 50/100
A True Copy of the above. Was Left with D. W. Longshore. who is in Charge of the above described.
Given Under our hands this 26th day of January A.D. 1899.

J. Ed. Robinson Sheriff
C. E. Blaine
Benjamin Thomas.

---

January 26th 1899. The following Affidavit for Publication was filed in the office of the Clerk of the Court. to. wit.

No 7637 Affidavit

The State of Ohio, Union County. ‖ In the Court of Common Pleas of Union County. Ohio. No. 7637

William Moffitt vs George. Davis ‖ Affidavit

William Moffitt the Plaintiff being Sworn. Makes oath that the defendant George Davis is a. Non resident of the State of Ohio, and Service of Summons can not be Made on him in this State. That Said defendant resides, as plaintiff is informed in the State of Minnesota, but his Post. Office adress is Unknown to. Plaintiff, and can Not with reasonable diligence be ascertained, and that this action is one of those Mentioned in Section No 5048 of the Revised Statutes of Ohio, and further affiant. Saith Not.

William Moffitt.

Sworn to by Said William Moffitt before me. and Signed by him in My presence this 23rd day of January. 1899.

(Seal)

Jno A. Gamell
Deputy Clerk

---

April 10th 1899. The following Legal Notice and Proof of Publication was filed in the Office of the Clerk of Courts To. Wit

No 7637 Legal Notice and Proof

William Moffitt vs George Davis ‖ Notice. In the Court of Common Pleas of Union Canty Ohio. John M. Brodrick Attorney.

George. Davis the above named defendant will take notice that on the 25th day of January 1899 William Moffitt the Plaintiff in Said Court duly commenced a Civil action against him by filing a Transcript from the docket of N. M. Hubbard J. P. of York Township, Union County Ohio. as provided by Statute. to recover against him the Sum of Twenty-Eight dollars and Nineteen cents. with Six per cent interest from January 1st

No 7637 Entry

No 7637 Decree for Order of Sale.

1890. Upon an account for goods Sold and delivered, and for Said Sum and interest the plaintiff asks judgment against Said defendant. An order of Attachment in Said action has been duly issued against the property of Said George Davis.

Said George Davis is required to answer the Petition in Said action on or before the first day of April 1899. or judgment will be taken against him by default for Said amount with interest and costs.

William. Moffitt. Plaintiff

February 1st 1899. 6-W.

The State of Ohio. Union County. ss:

The Undersigned. being duly Sworn, Says that a Copy of the annexed Notice was published for 6. Consecutive Weeks in the Marysville Tribune a Newspaper of general Circulation in the County of Union, the first publication beginning with February 1st 1899.

W. O. Shearer.

Sworn to and Subscribed before Me. this 22nd day of April 1899.

(Seal) J. M. Gosnell Clerk.

Printers Fees $ 11.50

April 10th 1899. the following Entry was filed in the Clerks Office. To-wit.

No 7637 Entry

William Moffitt
VS
George. Davis

No 7637 Entry

This day this cause came on for hearing on the Petition of the Plaintiff and the Evidence, and the Court find that due Notice has been given to the defendant, as required by law, and that there is due from Said defendant George Davis to Said Plaintiff. William Moffitt as set forth in Said Petition the Sum of Forty Three and 88/100 Dollars with Six per cent interest from April 10th 1899.

It is therefore considered and adjudged by the Court, that Said Plaintiff recover of Said Defendant. Said Sum of Forty three and 88/100 Dollars, with Six per Cent interest thereon from April 10th 1899, and the Costs herein Taxed at $

And it is ordered that the Sheriff of Said Union County. Ohio Proceed, according to law, to Sell the property heretofore attached in this action, and report Such Sale to this Court for further action herein

April 10th 1899. The following Receipt for Order of Sale Was filed in the Office of the Clerk of Courts To-Wit

No 7637 Receipt for Order of Sale.

William Moffitt
VS.
George Davis

Court of Common Pleas
Union County Ohio.
Marysville April 10th 1899

To. The Clerk;

Issue Order of Sale in the above case to Sheriff of Union County. Ohio returnable according to law

John M. Brodrick
Attorney for Plaintiff

April 11th 1899. The following order to Sell Property Attached after final Judgment Issued to the Sheriff of Union County Ohio.

11076 87 Order of Sale

The State of Ohio } To the Sheriff of Said County: Greeting
Union County }

Whereas William Moffitt. Plaintiff on the 25th day of January A.D. 1899. Sued out a Writ of Attachment from from the Clerk of the Court of Common Pleas of Said Union County, directed and Diliverd to the Sheriff of Said County. requiring him to attach the lands, Tenements, goods, Chattles, Stocks, or intrest in Stocks. rights, Credits, Moneys. and effects of George Davis defendant in his County, Not Exempt by law from being applied to the payment of the Plaintiff Claim, or So Much thereof as would Satisfy the Plaintiff Claim

And Said Sheriff returned Said writ Executed. by attaching the. following Real Estate. To-wit;

The Undivided ½ intrest in the following described. Real Estate, as the property of George Davis. Appraised at $628.00

Lot No. One of the Sub-division of the Estate of Elza Davis "deceased" assigned to Mary Ellen Davis as her dower in Said Estate= Part of Survey No 12542: Beginning at a Stake in the Center of the boundary road, and in the Greenville Treaty line. Northerly Course to lot No. 2. assigned to J W. Davis: Thence with Said treaty line (True Meredian Course) S. 83 ½. W. 183 80/100 poles to a Stone and brick Northeasterly Corner to the Southerly part of lot No. 3. assigned to George D. Davis: Thence with the Easterly line of Said lot S. 17½ W. 98 25/100 poles to a Stone (Witness a Small beech 5½ feet in line) in the South line of the Elza Davis Home farm: Thence with Said line N. 88° E. 185° E. 185 8/100 poles to a Stone Southeasterly Corner to Said Lot No 2: Thence with the Westerly line of Said Lot. N. 18°. E. 93 20/100 poles to the beginning, Containing Ninety Eight acres. More or less.

And afterwards Such proceedings were had in Said Court of. Common Pleas of Union County, that at the April Term thereof. A.D. 1899. the Said Plaintiff Recovered a Judgment against the Said defendant for the Sum of Forty Three and 98/100 Dollars. damages. and for Costs taxed at. ..... Dollars.

You are Therefore hereby. Commanded: After applying the Moneys arising from the Sale of perishable property. attached in Said cause (if any have been so Made) to Sell So much of the Said property remaining in your hands, and So Much of the Said personal property, and lands and Tenements, if any. Whether held by Legal or Equitable Title, as will be Necessary to Satisfy Said Judgment. Under the Same Restrictions. and Regulations as if the Same had been Levied on by. Execution

And do you Make return of this order. Together with your proceedings hereon, within Sixty days from the date hereof.

Witness my Signature as Clerk of Said Court. at Marysville this 11th day of April A.D. 1899.

(Seal)

J M Gasnell Clerk
By. Jno A. Gasnell Deputy

11076 87 Return on order of Sale

by th

Sher
Serv
Notice
Copy
Fees
Return
Total

Att

No 7687
Return on
Order of Sale

May. 9th 1899. The following return was made on the above order of Sale by the Sheriff of Union County, Ohio

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Notice to Printer | | 25 |
| Copy " " | | 25 |
| Poundage | 5 | 50 |
| Return | | 25 |
| Total | $ 6 | 50 |

Sheriffs Return

May 9th 1899. This Matter having been Satisfactory adjusted. This Writ is this day returned by order of Plaintiffs Attorney

J Ed Robinson Sheriff

Attest- J M Gosnell Clerk

inal Judgment

day of January
t of Common
said County.
Stocks, or
ovis defendant
nt of the
Claim
ng the.

l Estate, as

deceased"
Survey
d, and in
W. Davis'
80/100 poles
No. 3, assigned
95/100 poles to
ya Davis
utheasterly
poles to

ommon
Plaintiff
ty Three

s arising
ve been
ds, and
. Whether
dgment,
evied on

eedings

k of said
April A.D. 1899,

Unty

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 11th day of April in the year of Our Lord One Thousand Eight Hundred and Ninety Nine,

"Be it remembered that heretofore, To-Wit: on the, 12th day of August A.D. 1898, Leonard Kaltes filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against John Hickman et. al. To. Wit:

Leonard Kaltes, Plaintiff
against
John Hickman, Jacob Hickman, and Margaret Mc Geevy, "Defendants

No 7573
Petition

Court of Common Pleas, Union County, Ohio.

Petition to set aside deed.

First:= The plaintiff alleges that he, on the 17th day of October 1894, Secured a Judgment against John Hickman, the defendant herein, before R.L. Stimmel a Justice of the Peace for and in Millcreek Township Union County Ohio, for the Sum of Seventy Three dollars and seventy five cents ($73.75) and Costs which was Three dollars and Sixty five cents ($3.65) which Judgment Still remains in full force and is Unsatisfied.

Second:= On the 27th day of October 1894, a Transcript of Said Judgment was duly filed and docketed in the office of the Clerk of the Court of Common Pleas, Union County Ohio.

Third:= That on the 28th day of November, 1894, an Execution was issued out of Said Court of Common Pleas, on Said Judgment against the property of Said John Hickman, defendant which was delivered to the Sheriff of Said County, who being Unable to find any goods and Chattles whereon to levy indorsed on Said Writ, Nothing found on which to levy this Writ;- and on July 26th 1898, plaintiff Caused an other Execution to be issued out of Said Court on Said Judgment, against the property of Said John Hickman, defendant, which was delivered to the Sheriff of Said County, who being Unable to find any goods and Chattles of Said defendant whereon to levy indorsed on Said Writ, No goods and Chattles whereon to levy, and Said Officer after diligent inquiry being Unable to find any property of Said defendant held by him in his own Name, levied Said execution on the following property, To:-Wit: Situate in the Village of Watkins Union County, Ohio, and being the East half in a lot No. 14 in Said Village for more definite description, reference is Made to the recorded plat of Said Village in the office of Recorder of Union County, Ohio,

No 7573
Precipe

No 7573
Summons.

Fourth:= That on the 17th day of December, 1892, and and before the rendition of this Judgment in this Cose, defendant, came in possession of and became the owner in fee-Simple of the above described premises, by Virtue of a Warranty deed to him by R.B. Thompson, Which premises he Still has possession of and occupies. But-defendant John Hickman on the 2nd day of April A.D. 1898, and long after the first Execution herein Mentioned was issued, Conveyed Said property or purporting to Convey Said premises to Jacob Hickman, and Margaret Mc Geevy without consideration, and for the purpose of hindering and defrauding the plaintiff: that Said John Hickman has no property whatever liable to the Satisfaction of Said.

debt or oft that described above

Fifth:= Said property if free from incumbrance is Worth about the Sum of One Hundred dollars ($100.00) but by reason of Said fraudulent Conveyance from John Hickman to Jacob Hickman and Margaret Mc. Greevy rendering the title acquired by the purchaser at a Sale Under the Execution Uncertain, it cannot be Sold, or if Sold would not bring Sufficient to Satisfy the plaintiffs Claim.

The plaintiff therefore prays that Said Conveyance from John Hickman to Jacob Hickman and Margaret Mc. Greevy May be Canceled, Set aside and held for Naught, and Said property free from Said incumberance, be declared to be the property of John Hickman, and that Said officer May Sell the Same Under the Said Execution, and apply the proceeds thereof in Satisfaction of the plaintiffs Claim, and for Such other relief as Justice May require.

F. A. Thompson for Plaintiff

State of Ohio
Union County } ss

Before Me a Notary Public in and for Said County, came Leonard Kalties, who being first duly Sworn according to law, Says that the facts and allegations Set forth in the foregoing Petition are true as he Verily believes.

Le Kalties.

Sworn to before Me and Subscribed in My presence this 12th day of August 1898.

W. M. Winget
Notary Public

(Seal)

No 7573
Pracipe

To. Clerk. Pracipe

Issue Summons to John Hickman, Jacob Hickman and Margaret Mc. Greevy directed to Sheriff of Union County, Ohio, returnable according to law.

F. A. Thompson
Attorney for Plaintiff

August. 12th 1898. The following Summons, was issued, and delivered to the Sheriff of Union County Ohio, To-wit.

No 7573
Summons.

The State of Ohio
Union. County } ss

Summons

You are hereby commanded to Notify John Hickman Jacob. Hickman and Margaret Mc. Greevy. that they have been Sued by Leonard Kalties in the Court of Common Pleas, of Union County, and Must answer by the 10th day of September A. D. 1898, or the Petition of the said Plaintiff will be taken as true, and judgment rendered according to

You will Make due return of this Summons, on this 22nd day of August. A. D. 1898

Witness My hand and the Seal of Said Court this 12th day of August A. D. 1898

(Seal)

J. M. Gaorell Clerk

No 7573
Sheriffs Return

August 19th 1898. The following return on the above Summons was made by the Sheriff of Union County, Ohio. To-wit.

The State of Ohio } ss
Union County }

## Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees | $ | cts |
| Service & Return | | 80 |
| Mileage | 1 | 28 |
| Copies | | 145 |
| Total | $ 2 | 53 |

Received this Writ August 18th A.D. 1898. at 8. O'Clock A.M. and Served Same by delivering a true and certified Copy of this writ with all of the endorsements thereon to John Hickman, and Jacob Hickman, Personally. to Margaret Mc Geary by leaving a Copy at her Usual place of Residence. all on August 18th 1898.

J. Ed. Robinson
Sheriff

No. 7573
Answer of
John Hickman

August 22nd 1898. The following answer of John Hickman was filed in the Office of the Clerk of Court. To-wit.

Leonard Kaltaus: Plaintiff.
vs
John Hickman, Jacob Hickman and Margaret Mc Geary, = Defendants

Court of Common Pleas of Union County. Ohio.

## Answer of John Hickman

1st = Now Comes John Hickman one of the above Named defendants and the Grantor in said Deeds, and Says he admits the Execution of said Deeds as set up in said Petition.

2nd = Further answering. Says that he is a Widower and has been for nearly 15 years. That he lives with an Unmarried Daughter and is therefore entitled to the Exemptions Under Section 5435, of the revised Statute of Ohio. providing for heads of families. and therefore demands this property for a homestead

He therefore prays. that in case the Court Should Set aside said Deeds, as prayed for in said Petition. that his rights Under said homestead law be protected. and for all proper relief in the premises

J. M. Kennedy Attorney for defence

The State of Ohio Union County ss:

John Hickman being duly Sworn Says the facts and allegations of the foregoing answer are true as he verily believes

L. D. Habert
John Thompson } Witness

John his mark Hickman.

Sworn to and Subscribed by the said John Hickman, before Me this 19th day of August, 1898,

George Hanawalt
Justice of the Peace

No 7573
Entry

No 7573
Amended Answer

September 10th 1898. The following amended answer was filed in the Clerks Office of Union County Ohio - To-wit:

Leonard Kaltice Plaintiff
vs
John Hickman Jacob Hickman 2d Margaret Mc Greevy: - Defendants.

Court of Common Pleas, Union County, Ohio

Amended Answer

Now Comes John Hickman, one of the above defendants, and by way of amended answer Says he admits the Execution of the deeds as Set out in the Petition, but denies the deeds to Jacob Hickman and Margaret Mc Greevy were Made to Said parties without Consideration, and for the purpose of hindering and defrauding the plaintiff.

2nd Further answering, Says that he is a Widower and has been for Nearly 15 years, that he lives with an Unmarried daughter, and is therefore Entitled to the Exemption Under Section 5435, of the Revised Statute of Ohio providing for Homesteads for heads of families, and therefore demands this property for a homestead.

3rd Further answering the defendant, Says that he has Made the following payments upon the above Judgment, as follows, To-wit:

| | | |
|---|---|---|
| March 11th 1895 | by Cash | $ 5.00 |
| June 17th 1896 | " " | $ 5.00 |
| Sept 16th 1896 | " " | $ 5.00 |
| [illegible] | " " | $ 2.00 |
| April 15th 1898 | " " | $ 5.00 |

Which Should be credited on the above Judgment.

He therefore prays that in case the Court Should Set aside Said deeds as prayed for in Said Petition that he be allowed the Credits above Stated with interest thereon from the date of Each: He also that he may hold Exempt from Sale the property described in Said Petition as a homestead awarded to him as a Widower living with an Unmaried daughter Under Sec. 5435 of the Revised Statute of Ohio, and for all proper relief in the premises.

J M Kennedy Atty for Defendants.

The State of Ohio, Union County ss

John Hickman being first duly Sworn, Says, the facts and allegations of the foregoing answer are as he believes True.

Attest Alta E. Kennedy } John his mark Hickman

Sworn to and Subscribed before me this 10th day of Sept. 1898, by the Said John Hickman.

(Seal) A. H. Kallefrath Notary Public.

---

April 11th 1899. The following Entry was filed in the Office of the Clerk To-wit

No 7573
Entry

Leonard Kaltes, Plaintiff
vs
John Hickman Jacob Hickman and Margaut Mc Gevy, Defendants

Court of Commen Pleas, Union County, Ohio.

Journal Entry.

This cause came on to be heard upon the Petition Answer, and evidence, and was Submitted to the Court, on Consideration, whereof

the Court finds that the deed Set forth in Said Petition was made with the intent to hinder delay and defraud Creditors of Jacob Hickman, of all which Said Jacob Hickman and Margaret Mc Greevy had full knowledge at the time of receiving the Same.

It is therefore Considered by the Court that the deed described in Said Petition from John Hickman to Jacob Hickman, and Margaret Mc Greevy for the premises located in the Village of Watkins. Township of Mill Creek. County of Union. State of Ohio and Bounded as. follows, Viz;- Being the East half in a lot No. 14 in Said Village. for more definite description, reference is had in recorded plat of Said Village. in the office of Recorder of Union County Ohio. be Set aside. and so Null and Void, and Plaintiffs Judgment declared a lien upon Said Real Estate. and all other questions as to homestead dismissed without prejudice. April 11th 1899

No 7668 Petition for Dower

---

On August 25th 1899. The following Precipe for order of Sale was filed in the Clerks Office - To - Wit

Court of Common Pleas
Union County, Ohio,
Marysville Ohio Aug 25th 1899.

No 7573. Precipe for Order of Sale

L. Kaltues. - Plaintiff
vs
John. Hickman. Defendant

Issue order of Sale in the above case to Sheriff of Union County Ohio returnable according to law

T. A Thompson Attorney for Plaintiff

---

And on the 25th day of August. 1899. The following order of Sale was issued by the Clerk of Court and delivered to the Sheriff of Union County to-wit:

Order of Sale

No 7573 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 11th day of April 1899. Leonard Kaltues obtained a decree against John Hickman for a Judgment filed as a lien. October 27th 1894, and taken before R L Stimmel Esq of Millcreek Township for the Sum of Seventy three and 75/100 Dollars and Seventeen and 20/100 Dollars Cost of Suit; = And Whereas, it was then and there by Said Court ordered, adjudged, and decreed that the Said John Hickman pay unto the Said L Kaltues the Said Sum of Seventy three and 75/100 Dollars with interest from the 17th day of October. 1894, 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:

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 Village of Watkins Union County. Ohio = To-wit; And being the East half in a Lot. No. 14. in Said Village for More definate description reference is made to the recorded plat of Said Village in the Office of Recorder of Union County. Ohio

This Record is Continued on Page 223. this Book

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 22nd day of April in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore. To-wit: on the 18th day of March A.D. 1899. Barbara Crotinger filed in the Clerks office of the Said Court of Common Pleas. the following Petition against Electa Douglas et al. To-wit

No 7668
Petition for Dower

Barbara Crotinger = Plaintiff
Vs
Electa J. Douglas, Harriet L. Patch
Olive Page. John W. Parmeter and
Thomas J. Parmeter. a minor over
14 years of age. = Defendants

Court of Common Pleas
Union County. Ohio

Petition for Dower.

Barbara Crotinger. the above named Plaintiff Says that on or about the 17th day of February. A.D. 1899. John Crotinger her late Husband. late of Union County. in the State of Ohio. died testate, leaving a will by which he devised all the Real Estate of Which he died Seized in Said County of Union and State of Ohio as follows to-wit:

Item I. = I give and bequeath to my daughter. Olive Ann. Page. during her Natural life. and to her Children. and their heirs the following described premises To-wit, Situate in Jerome Township. Union County Ohio = Being part of Military Survey No 419. = Beginning at a Stone in the East Margin of the Beard Road. and corner to Sarah Wises land: Thence with Sarah Wises Southerly land line. S. 58. deg. W. 136. poles to a Stone and Red-Oak, Corner to Samuel Wise's land: Thence with Samuel Wise's land line S. 49 deg. 30. Min W. 20 79/100 poles. to a Stake in the Easterly line of the T & O.C. Railroad: Thence with the Easterly line of the T. & O.C. Railroad, S. 48 deg. 46 Min E. 146 40/100 poles to a Stone in the East Margin of. Said Beard. Road: Thence with the East Margin of Said Beard. Road. N. 38. deg W. 51 19/100 poles to the place of beginning, Containing 51. 30/100 acres, Except Ten feet reserved as right of Way off the South Side of this tract. and running from the Beard Road. back to the T & O.C. R.R.

Item II = I give and bequeath to my daughter. Electa Jane. Douglas, during her Natural life, then to her Children and their heirs. the following described premises, Situate in Jerome Township. Union County State of Ohio, and being part of. U.M. Survey No. 419 = Beginning at a Stone in the Easterly Margin of the Beard Road, and Northerly Corner of. Henry Crotinger's land: Thence with the Easterly Margin of Said Beard. Road. N. 38. deg. W. 51 19/100 poles to a Stone: Thence S. 55. deg. E. Min W. 145 60/100 poles to a Stone in the Easterly Margin of the. T & O.C. R.R: Thence with the Easterly line of Said Railroad S 48 deg. 45. Min. E. 66. 50/100 poles to a Stone in the line of Henry Crotingers land: Thence with Said Henry, Crotingers line. N. 49. deg. 30. Min. E. 183 poles to the beginning. Containing 50 70/100 acres, Except that 10. feet is reserved off the North line from the Beard Road back to the T. & O.C. R.R. and 20. feet down the Said Railroad track to the crossing of Said Railroad for outlet and right of way to lands devised beyond Said Railroad. and West of the above devised tract

Item III = I give and bequeath to John Wesley Parmenter. and Thomas Washington Parmenter. Sons of my daughter Susie Ellen. Parmenter. the tract.

West of the T. H. & O. C. Railroad, known as the Smith Tract of land. To have and to hold as and for their life estates, and to go to thier heirs after them (this tract contains about 73. acres)

Item IV---- I give and begueath to my daughter, Harriet Louisa Patch, the Sixty acre tract known as the "Butler Farm, immediately South of the devise to the two Parmenter Brothers, and West of lands now owned by Henry Crotinger. To have and to hold during her natural life, then to her Children, and their heirs (this tract contains about 60. acres of land.

The above four Tracts so devised containing in all about 234 acres More or less. and the said described lands and Tenements being all the lands and Tenements, of which the said John Crotinger died seized in law or in Equity

This Plaintiff says, that by said Will no provision was made for her dower Estate in said lands and tenements; That no Money or other property was devised in lieu of said dower estate, and that She being his Widow, and the said Electa Jane Douglas, Hariet Louisa Patch, Olive Ann Page, John M. Parmenter and Thomas Washington Jefferson Parmenter, a minor over 14 years old. the Sole and only persons having the Next Estate of inheritance in the premises described, and that John Crotinger died Seized of an Estate in fee-Simple in and to the aforesaid described lands,

And that the plaintiff is intitled to dower in all of said premises, and desiring to have her dower therein assigned and set-off to her according to law. She hereby Makes the above Named Electa Jane Douglas. Hariet Louisa Patch, Olive Ann Page, John Wesley Parmenter, and Thomas Jefferson Parmenter, Jointly defendants herein, and prays that dower May be assigned to her in all said premises according to law, and for all proper Relief.

Robert Mc Cleery. Attorney for Plaintiff

State of Ohio Union County ss:

Barbara Crotinger, being duly Sworn. Says. that She is the Widow of John Crotinger, "deceased" and that the allegations of the foregoing Petition are true as She Verily believes

Barbara Crotinger

Sworn to before Me and by. Barbara Crotinger Subscribed in my presence this 18th day of. March A. D. 1899.

(Seal) W. M. Winget Notary Public.

March. 18th 1899. The following Precipe was filed with the Clerk of Courts To-wit

No 7663
Precipe for Summons

To. Clerk

Issue Summons directed to Sheriff per Electa J. Douglas. Oline A. Page Hariet L. Patch. John W. Parmenter, and Thomas Jefferson Parmenter, a Minor over 14. years of age returnable according to law.
Endorse Petition for Partition.

Robt. Mc Cleery.
Attorney for Plaintiff

No 7663
Summons,

No 7663
Sheriffs Return on Summons,

No 7663
Appointment of Guardian ad-litem

No 7668
Summons,

March. 18th 1899. The following Summons was issued and directed 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 Electa J. Douglas, Olive A. Page, Harriet L. Patch John W. Parmenter and Thomas Jefferson Parmenter a Minor over 14 years of age that they have been Sued by Barbara Crotinger in the Court of Common Pleas of Union County, and Must Answer by the 15th day of April A.D. 1899, or the Petition of the Said Plaintiff will be taken as true, and judgment rendered accordingly

You will make due return of this Summons on the 27th day of March A.D. 1899.

Witness my hand and the Seal of Said Court this 18th day of March A.D. 1899.

(Seal)

J. McConnell Clerk

No 7668
Sheriffs Return on Summons,

March 24th 1899. The following return on the above Summons was made by the Sheriff of Union County, Ohio:

The State of Ohio
Union County ss

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | 1 | 10 |
| Mileage | 2 | 24 |
| Copies | | 75 |
| Total | $4 | 09 |

Received this writ March 20th A.D. 1899 at 8 o'clock A.M. and Served Same by delivering a true and certified copy of this writ with all of the endoresments thereon to Electa J. Douglas, personally, to Olive A. Page, John W. Parmenter and Thomas Jefferson Parmenter by leaving Copies at their usual places of Residence on March 23rd 1899. To Harriet L. Patch personally on March 24th 1899

J. Ed. Robinson, Sheriff

April 17th 1899. The following Appointment of Guardian ad-litem for infant defendant filed To-wit

No 7668
Appointment of Guardian ad-litem

Barbara Crotinger Plaintiff
vs
Electa J Douglas et al Defendants

Court of Common Pleas, Union County, Ohio

Docket = Appointment of Guardian ad. litem for Infant defendant.

It is ordered by the Court that W.W. Merchant be and he is hereby appointed by the Court, Guardian for Thomas J. Parmenter, the infant defendant named in the Petition herein; and the said W.W. Merchant appeared in open Court and accepted said appointment.

W.W. Merchant,

No 7668
Answer of Guardian ad-litem

April 17th 1899. The following answer of Guardian ad-litem filed To-wit:

Barbara Crotinger Plaintiff
vs
Electa Douglas et al Defendants

Court of Common Pleas Union County Ohio

Answer of Guardian ad-litem

And Now Comes W. W. Merchant, and as guardian for the Suit for the Minor defendant, Thomas J. Parmenter, and Says that he denies all material allegations of the Petition prejudicial to Said Minor defendant.

W. W. Merchant

State of Ohio
Union County ss

W. W. Merchant Guardian ad-litem for this Suit being duly Sworn Says, that the allegations in the foregoing answer are true as he Verily believes.

W. W. Merchant

Sworn to by W. W. Merchant before Me, and by him Signed in my presence this 17th day of April A. D. 1899.

J. N. Gosnell
Clerk of Courts

No 7663
Precipe for
Writ of Dower,

No 7663
Judgment
Entry.

April 17th 1899. The following Judgment Entry was filed in the Clerk of Courts office. = To - wit:

Barbara Bretzinger
Plaintiff

vs

Electa Jane Douglas, et al.
" Defendants

Court of Common Pleas, Union County, Ohio,

Judgment for Dower, and Appointment of Commissioners to assign Same,

This day this cause came on to be heard upon the Petition, and the answer of the guardian, ad-litem, for the defendant Thomas J. Parmenter, and each and every of the said other defendants having failed to demur or answer to the same, and being in default the same is taken as confessed by them: and the Court doth find that the plaintiff is entitled to dower in the Real Estate, and premises described in the Petition and as therein prayed for by her.

And it is hereby ordered that John K. Dodge, Albert Adams, and Henry Eickemeyer, three judicious, disinterested Men of Said County of Union, who are none of them of kin to any of the parties interested and they are hereby appointed by the Court, Commissioners to assign dower to the plaintiff in the Real Estate, and premises described in the Petition, and that an order issue to the Sheriff of Said County, Commanding him that by the oaths of the Said above Named Commissioners, he cause to be set off and assigned Such dower to the plaintiff, and by the like oaths of Said Commissioners, after they have set off and assigned Such dower, he cause to be Made a just and true appraisment of the yearly Value, after deducting Necessary expenses of the Real Estate described in the Petition, and in which the plaintiff is Entitled to dower, Estimating Such Value from the date of the filing of the Petition herein, To-Wit: from the 18th day of March A. D. 1899 to the day of assigning Such dower, and Make a true return of Such appraisment and assignment: But the Commissioners in Making Such appraisment of Such yearly Value, Shall Exclude all permenent or Valuable improvements Made on Said Real Estate after the plaintiff's Said husband died, or ceased to be the owner thereof: and it is further ordered by the Court that the Said Commissioners and Sheriff in all things obey this order, and return their proceedings thereon to the Court, Without delay.

No 7663
Writ of Dower.

No 7663
Precipe for
Writ of Dower,

April 19th 1899. The following Precipe was filed for writ of Dower to be issued to the Sheriff of Union County, Ohio. To-Wit:

Barbara Croteinger Plaintiff
vs.
Electa J. Douglass, et. al Defendants.

Court of Common Pleas, Union County, Ohio:

Marysville April 19th 1899.

To the Clerk of Said Court,

Issue writ of Partition in the above Case directed to the Sheriff of Union County Ohio, returnable according to law,

R. McElroy Attorney for Plaintiff.

No 7663
Writ of Dower.

April 20th 1899. the following Writ of Dower was issued by the Clerk of Courts directed to the Sheriff of Union County, Ohio. To-wit:

The State of Ohio
Union County ss

Writ of Dower

To the Sheriff of Said County Greeting: = We Command you, That Without delay, by the oaths of John K. Dodge, Albert Adams, and Henry Eichemyer, you cause to be Set off and assigned to Barbara Croteinger, Widow of John Croteinger late of Said County "deceased" one full equal third part of the following real Estate Situate in Jerome Township, Union County, Ohio: In Survey No 419. = Beginning at a Stone in the East Margin of the Beard Road, and corner to Sarah Wises land; Thence with Said Wises Southerly land line, S. 58, W. 186. poles to a Stone and Red-Oak, corner to Samuel Wises land; Thence with Said Wises land line S 49, 30, W. 20 79/100 poles to a Stake in the easterly line of the T. & O. C. RR; Thence with the Easterly line of the Said RR. S 48, 46. E. 146 60/100 poles to a Stone in the East Margin of the Beard Road; Thence with the East Margin of Said Road N 38. W. 51 10/100 poles to the beginning, Containing 51, 80/100. acres (24 apt 10. feet reserved as a right of Way off the South Side of this tract, and running from the Beard Road back to the T. & O. C. RR.) as lands of Oline Page.

Also; Tract No. 2: = As follows; To Electa Jane Douglass:- Situate in Jerome Township, Union County, Ohio, in Survey No 419.: = Beginning at a Stone in the Easterly Margin of the Beard Road, and Northerly corner to Henry Croteinger; Thence with the easterly Margin of Said Road. N. 38. W. 51. 10/100 poles to a Stone; Thence. S. 53. 15. W. 145. 60/100. poles to a Stone in the Easterly Margin of the T. & O. C. RR; Thence with the Easterly line of Said. RR. S. 48; 45. E. 66 50/100 poles to a Stone in the line of Henry Croteinger's land; Thence with Said Croteinger's line N. 49, 30. E. 133 poles to the beginning containing. 50. 40/100 acres. (24 apt 10. feet is reserved off the North Side from the Beard Road back to the T. & O. C. RR. and 20 feet wide down the Side of Said R. R. Track to the crossing of Said R. R. for outlet and right of way to lands devised beyond Said. R. R.

Also Tract No. 3: = As. follows = To John. W. & Thomas J. Parmenter:- The tract West of the. T. & O. C. R. R. known as the Smith lands containing about 75. acres.

Tract No. 4: = As follows. To Hariet Sousa Patch. The 60. acre Tract known as the Butler Farm immediatly South of the devise to the Parmenter Brothers, and west of lands owned by Henry Croteinger

In pursuance of an order made in the Court of Common Pleas within and for Said County, in a certain Petition for Dower, the Said, Barbara Croteinger, Petitioner, and Electa J. Douglas, Hariet L. Patch, Olive Page, John W. Parmenter and Thomas J. Parmenter are respondents, and that in like Manner, by the oaths of the Same Men, you Make a just and true appraisment of the yearly value of Said Real Estate, after deducting the Necessary Expenses, and that your proceedings in the premises, you distinctly certify Under your hand to our Said Court forthwith, And have you then and there this Writ.

Witness My Name and the Seal of the Said Court this 20th day of April A.D. 1899.

(Seal)

J. H. Gosnell Clerk.

No 7663 Sheriff Return on Writ of Dower

April 22nd 1899. The following return was made by the Sheriff on writ of Partition and dower. To-wit:

Sheriffs Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service | | 25 |
| Mileage | 1 | 60 |
| Executing writ | 1 | 00 |
| Conveying Comrs | 2 | 00 |
| Swearing Comrs | | 25 |
| Report Comrs | | 25 |
| Return | | 25 |
| Total Sheriffs | $5 | 60 |
| Commissioners Fees | | |
| John K. Dodge | 2 | 00 |
| Albert Adams | 2 | 00 |
| Henry Eickemeyer | 2 | 00 |
| Total | $6 | 00 |

As commanded by this writ, I have by the oaths of John K. Dodge, Albert Adams, and Henry Eickemeyer three Judicious, disinterested Men of the Viennity, Who are not of kin to Either of Said parties, caused to be Set off and assigned to the within named Barbara Croteinger as her Dower Estate, So Much of the within described lands and tenements as is contained in the following boundaries. To-wit,

We the Undersigned Commissioners, Named in the writ and order hereto annexed, after being duly Sworn and after viewing and Examining the premises therein described, find that no division thereof can be Made by Metes and bounds, and we do, therefore, assign to the Plaintiff, Barbara Croteinger as and for her dower, in Said premises the one Third Part of the rents, Issues, and profits of Said premises which we Compute, ascertain, fix and appraise as follows, To-wit:

Tract No. One: as described in the Petition of Plaintiff, belonging to Olive Ann Page we appraise at ---------- $ 43.00 per year

Tract No: Two. as described herein belonging to Electa Jane Douglas Containing 50 70/100 acres appraised at ---------- $ 48.00 per year

Tract No. Three: as described in the Petition belonging to the Parmenter Brothers (John W. Parmenter, and Thomas J. Parmenter) and containing 73 acres More or less. we appraise at ---------- $ 22.00 per year

Tract No Four: as in the Petition described, and belonging to Hariet Louisa Patch, and containing 60 acres we appraise at ---------- $ 27.00 per year

And Now after Setting off and assigning dower as aforesaid, we do, upon like actual View and Examination of Said premises in Said writ described, appraise the yearly value

John K Dodge
Albert Adams
Henry C. Eickemeyer

Commissioners

Given Under My hand. this 21st day of April A.D. 1899.
J Ed Robinson Sheriff

No 7668
Entry

April 22nd 1899. The following Entry was filed in the Office of the Clerk of Court. To-wit:

Barbara. Krotinger..... Plaintiff
.V.S.
Electa. Jane. Douglas, Olive A. Page
John W. Parmenter, Thomas J. Parmenter,
and. Harriet S. Patch ... .. Defendants

Court of Common Pleas.
Huron County. Ohio.

Entry

On Motion to the Court by Robert. McCleary., Counsel for the Plaintiff. and upon producing the proceedings of the Sheriff, and also the report and proceedings of the Commissioners hereinbefore 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 said assignment of dower is ordered to be entered on the records thereof, and the same shall hereafter be valid and effective in law as the assignment to Barbara Krotinger of her dower in said premises in the record herein described: Which sum shall be paid by the legal owners of said premises. to said Barbara. Krotinger or her assigns. during her life annually, the time beginning on the 22nd day of April. 1899. in proportion to their respective Estates therein. and said dower is Made a Charge upon all said Real Estate in Whose hands Soever the Same May Come,

And the Court doth further order and adjudge, that the said, Barbara Krotinger Stand Endowed as of the one third of the rents, issues. and profits of the premises described in the Petition to: Wit: Tract No. One. belonging to Olive A. Page. in the annual Sum of $43.00 payable as follows: $21.50 on the first day of June: and $21.50 on the first day of. December. in Each year during the life of the said. Barbara Krotinger.

Tract No Two= Owned by and belonging to Electa J. Douglass, in the annual Sum of $48.00. to be paid $24.00 on the first day of June. and $24.00, on the first day of December. of. 1899. and Each year thereafter, during the life of said Barbara. Krotinger

Tract No. Three= as described in the Petition. belonging to John. W. Parmenter. and Thomas J. Parmenter. in the annual Sum of $22.00. to be paid. $11.00 on the first day of June. and $11.00 on the first day of December. 1899. and Each year thereafter. during the life of said Barbara Krotinger

Tract No. Four:- as described in the Petition, belonging to. Harriet S. Patch. in the annual Sum of $27.00. to be paid as follows $13.50 on the first day of June. and $13.50 on the first day of December. 1899. and Each year thereafter during the life of said. Barbara Krotinger. as assigned to her by said Commissioners.

And that the Several Sums be paid to said Barbara Krotinger out of said real Estate Not Covered by her dower. for which Execution May issue against Such of said defendants as are Not Minors. and this judgment Shall operate as a lien upon their said real Estate for their amount of this Judgment. until the Same is fully Satisfied.

Ordered that the Plaintiff pay one third of the Costs of this action Taxed at $ dolls. And that the said defendants. the legal owners of said real Estate in proportion to their respective legal Estates as described in the Petition. pay the two Thirds of the Costs of this action Taxed at $ Including an attorney fee of $85.00

Attest J N. Gaskell Clerk

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, of the Term of April, To-wit:- on the 19th day of June in the year of Our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore, To-wit:- on the 18th day of March A.D. 1897 John B. Morris filed in the Clerks Office of the Said Court of Common Pleas the following Amended Petition against Edmond Dilsaver, To-wit:

No 7168 Amended Petition.

John B. Morris
Plaintiff
vs
Edmond Dilsaver,
Defendant

In Court of Common Pleas Union County Ohio.

Amended Petition

Plaintiff for his amended Petition herein States his Cause of action as follows.

Plaintiff's business during the three years last past has been of such a nature that he has been compelled to be absent from home a great portion of Said time. During Said time up until the 28th day of February, 1896, he and his wife, Rose E. Morris, lived peacefully and happily Together.

On the 26th day of February, 1896, and at Many other times during Said period of three years immediately preceding Said date, defendant, unbeknown to Plaintiff clandestinely visited at the residence of Plaintiff, intentionaley at Such times as he well knew Plaintiff to be absent therefrom, there to Secretly and privately meet, and then and there did So Meet, the Said Rose E. Morris, then being the Wife of Plaintiff, as defendant well knew, being at the Times of Such Visits fully aware but recklessly indifferent of the injury that he was then and thereby doing Plaintiff, by means of Said Visits the Defendant wrongfully and wickedly intended and contrived to and did win and alienate from Plaintiff the affections of Plaintiff's Said wife.

On the 28th day of February, 1896, and at divers other Times, the Defendant Wickedly Seduced, debauched and carnally knew the Said Rose E. Morris, being then and Still being the wife of Plaintiff as Defendant then well knew.

By the aforesaid acts and Conduct Defendant has caused it to be rumored and believed by and among the acquaintances of Plaintiff and Said Rose E. Morris, that he has won and alienated her affections from Plaintiff, and that he has been having frequent illicit intercourse with her, has greatly lowered her and Plaintiff in the estimation of all who know them, has caused Plaintiff's home and Society to be avoided by his former friends and associates, has deprived him of the Services of his Said wife and of her aid and Sympathy in his domestic affairs, has caused him to greatly suspicion her fidelity and Chastity, has killed his respect and affection for her, has destroyed his Comfort and pleasure in her Society, has Made Cohabitation with her Odious to him, has caused him to Suffer great distress of body and Mind, and has brought great Shame and dishonor upon him, to his great damage in the Sum of Ten Thousand Dollars.

Wherefore Plaintiff prays Judgment against the Defendant for the Sum of Ten Thousand Dollars.

J. F. Millar Attorney for Plaintiff.

No 7168 Answer.

No 7168 Entry

State of Ohio Union County, ss.

John B. Morris, 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 amended Petition are, as he verily believes, true.

John B. Morris.

Subscribed in my presence and Sworn to before me this 15th day of March 1897.

Henry S. Stiles
Notary Public

(Seal)

---

May 26th 1897. The following answer, was filed with the Clerk of Court. To-wit:

No 7168
Answer.

John B. Morris
Plaintiff
vs
Edmund Dilsaver
Defendant,

The State of Ohio Union County, ss:
To the Court of Common Pleas:

Answer

Now comes Edmond Dilsaver, defendant and for his answer to the amended petition Says:- He denies each and every allegation and averment, therein contained

Wherefore the defendant asks that he may go hence without day, and recover his costs herein expended,

Cameron & Cameron Attorneys for Defendant,

The State of Ohio Union County, ss:

Edmond Dilsaver, defendant being first duly Sworn Says that the facts Stated in his foregoing answer are true as he believes,

Edmond Dilsaver

Sworn to before me and Signed in my presence this 26th day of March 1897.

J Hosmell Clerk

---

January 25th 1898, The following Entry was filed in the Clerks office To-wit:

No 7168
Entry

John B. Morris
vs
Edmond Dilsaver

Entry

This day came the parties by their Attorneys and Submitted this cause to the Court upon the Motion of the plaintiff for a Continuance of this cause upon the grounds of the Sickness and absence of Witness Material for the plaintiff in the trial of this cause.

And the Court being fully advised in the premises Sustain Said Motion upon the terms of the payment by the plaintiff of all costs of this case Made at this Term of Court.

It is therefore Considered and adjudged by the Court that the defendant recover of the plaintiff his Costs of this Term of Court, and that the plaintiff pay the cost of this Term made by him, and upon default of payment Execution issue therefor, and thereupon the Same is Continued

J G Millar Attorney for
Plaintiff

---

No 7168 Entry

September 12th 1899. The following Entry was filed in the Clerks office. To-wit-

John B. Morris
vs.
Emund. Dilsaver

Entry

This cause is dismissed and by agreement each party is to pay his own costs and this action shall be a bar to any future action

It is therefore adjudged by the Court that the plaintiff pay the costs Made by him, and the defendant the costs made by him and in default of payment Execution is awarded therefor

J F Millar Attorney for Plaintiff
Cameron & Cameron

No. 7168 Precipe for Order of Sale.

John B. Morris
Plaintiff
vs
Edmund Dilsaver
Defendant.

Court of Common Pleas, Union County Ohio,

Marysville April 15th 1899.

To the Clerk of Said Court:

Issue Vendi Exponas in the above case on judgment for costs favor of defendant Returnable according to law,

Cameron & Cameron & Attorney for Dfft

No 7168 Vendi Exponas

April 15th 1899. The following Vendi Exponas was issued by the Clerk of Court and delivered to the Sheriff of Union County, Ohio.

The State of Ohio
Union County ss

Vendi Exponas

To the Sheriff of Said County, Greeting

Whereas: By the judgment of the Court of Common Pleas, within and for Said County of Union at the January Term Thereof 1898. Edmund Dilsaver recovered against John B. Morris for the Sum of One Hundred and Twenty Eight and 80/100 Dollars costs of Suit, with interest thereon at 6 per centum from the 25th day of January A.D. 1898. until paid. and whereas. by our Writ of Execution. We lately commanded you that of the goods and Chattles, and for Want thereof, then of the lands and tenements in your County of the Said John B. Morris you cause to be Made the Said Sums of Money, with the interest as aforesaid, and also the costs of increase on Said judgment and the accruing costs,

And you on the 21st day of March 1898. returned to our Said Court. that by the Virtue of Said Writ you have levied on the following. Described real Estate as the property of John B. Morris= Beginning at the South-west corner of George Cowgill's land running East 6 Rods and 6 feet to a Stake: Thence North 3. Rods and two feet to a Stake: Thence West 6 Rods and 6 feet to land owned by W. H. Merriatt: Thence with said Mariatts line South 4 Rods and 2 feet to the place of beginning Containing 20. poles More or less,

Also the following described piece of land:= Beginning: in the Center of the Delaware and Kenton Road, running North 13. Rods and 4 feet

No 7168 Sheriffs Return

to a Stake: Thence West 6 Rods and 6 feet to a Stake; Thence South 10¼ Rods to the Center of the Road: Thence East with that line 6 Rods and 6 feet to the beginning. Containing one-half acre More or less.

Also the following described tract of land. Commencing in the center of the Delaware and Kenton Road. running North on a line with lands owned by W.H. Merriott: to-G.W. Cowgill's line. Nine Rods and two feet; Thence East with said line Six Rods and Six feet to a Stake; Thence South Ten Rods and Ten feet to the Center of the Road; Thence West with said line Six Rods and Six feet to the place of beginning. Containing 60 Rods More or less. which remains in your hands unsold.

Therefore. We Command you. that you Expose to Sale said property. so by you taken in Execution as aforesaid.

And you are further if in your Opinion the said property in your hands unsold is unsufficient to Satisfy the judgment. interest and costs aforesaid. to levy the same of the further goods and chattles; and for want thereof then of the Lands and Tenements in your County of the said John B. Morris, Sufficient to Satisfy the judgment. interest and costs aforesaid. and have the Money arising from such Sale before the said Court of Common Pleas, Within Sixty days from the date hereof to render unto the said Edmund Dilsaver and have you then and there this writ. With your doings Under the same duly endorsed thereon.

Witness My hand and the Seal of said Court at Marysville this 15th day of April A.D. 1899.

(Seal)

J.N. Gosnell Clerk

---

May 20th 1899. The following return was made by the Sheriff. on the above

No 7168 Vendi Exponas. To-wit

Sheriffs Return

## Sheriff's Return

The State of Ohio } ss
Union County }

Received this writ April 15th 1899. and on the 19th day of April. 1899. I. called an inquest of Adam Rider & Smith and William Kite three disinterested freeholders residents of said County, who were by me duly Sworn, impartially to Appraise. Upon actual View. the lands and tenements therein described; and afterwards, on the 19th day of April A.D. 1899. said freeholders returned to me, Under their hands, that they did. Upon actual View of the premises, estimate and Appraise the real Value of the same in Money at Sixty Dollars.

| Sheriffs Fees. | D | cts |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Summoning Appraisers | 1 | 00 |
| Swearing Appraisers | | 25 |
| Copy of Apprisal | | 25 |
| Writing Advertisement | | 25 |
| Mileage | 2 | 40 |
| Poundage | | 83 |
| Return | | 25 |
| Total | $ 5 | 73 |
| Appraisers Fees | 3 | 00 |
| Penalties Fees | 10 | 00 |

A Certified Copy of said return I. forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And I. caused to be given public Notice of the time and place of Sale. for at least thirty days before the day of Sale. to-wit: Five consecutive weeks, by advertisement in the Richwood Gazette, a Newspaper printed and of general Circulation in Union County. Ohio.

In pursuance to said Notice I did on the 20th day of May 1899 at one. O'Clock P.M. at the door of the Court House of said County (the time and place Mentioned in said advertisement) Expose to Sale said lands and Tenements at public auction

and thereupon came Edmund Dilsaver who bid for the same the Sum of Eighty Three Dollars, which said Sum being the highest and best bid offered for the same and More than two-Thirds of the appraised Value thereof. I then and there publicly Sold, and Struck off said lands and tenements to him the said Edmund Dilsaver for said Sum of Eighty Three Dollars,

J. Ed Robinson Sheriff.

No 7116 Entry

May. 22nd 1899. The following advertisement of Sheriff Sale and Proof of Publication was filed in the Clerks office To-wit:

No 7168 Advertisement and Proof.

John B. Morris
vs
Edmund Dilsaver

Sheriffs Sale

Cameron & Cameron Attorneys

on Vendi. Exponas.

Court of Common Pleas. Union County, Ohio.

By virtue of the above Stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for Sale at the North door of the Court House in Marysville, Ohio, on Saturday, May 20th 1899. at or about the hour of one o'Clock P.M. on said day, the following described real Estate, as the property of John B. Morris. To-wit = Situated in the Township of Claibourne, County of Union, and State of Ohio, and bounded and described as follows: = Beginning at the South-west Corner of George Cowgills land running east 6 rods and 6 feet to a Stake; Thence North 3 rods and 2 feet to a Stake: Thence West 6. rods and 6. feet to land owned by W.H. Marriott: Thence with said Marriotts line South 4. rods and 2. feet to the place of beginning. Containing 20. poles More or Less.

Also the following described piece of land: = Beginning in the Center of the Delaware and Kenton Road, running North 13. rods and 4 feet to a Stake; Thence West 6 rods and 6. feet to a Stake: Thence South 10¼ rods to the Center of the Road: Thence East with that line 6. rods and 6. feet to the beginning. Containing one-half acre More or Less.

Also the following described tract of land: = Commencing in the Center of the Delaware and Kenton Road, running North on a line with lands owned by W.H. Marriott. to G.W. Cowgills line 9. rods and 6 feet to a Stake Thence South 10. rods and 10 feet to the Center of the road: Thence West with said line 6. rods and 6. feet to the place of beginning. Containing 60. rods More or Less.

Appraised at $ 60.00
Terms of Sale Cash.

J. Ed Robinson Sheriff.
of Union County. Ohio.

April 20th 1899-5-w.

State of Ohio
Union County ss

Proof of Publication

I. Geo W. Worden Publisher of the Richwood Gazette being duly Sworn Say that the Notice hereto attached was published in the Gazette on the 20th day of April 1899. and Continued therein 5 Consecutive times during all of which time Said Newspaper was printed and in general Circulation in said County.

Geo W. Worden

Printers fees $ 10.00
Probate 25 cts

Sworn to and Subscribed before me this 20th day of May. 1899.

Henry V. Spicer
Notary Public.

(Seal)

No 9116
Entry

June 17th 1899. The following Entry of Decree of Confirmation of Deed and Distribution was filed in the office of the Clerk of Court. To-wit

John B. Morris
vs
Edmund Dilsaver.

In the Court of Common Pleas of Union County, Ohio.
Decree of Confirmation, Order of deed and Distribution.

This Cause came on to be heard on the return of the Sheriff of the Writ of Execution issued herein, with his report of his proceedings and Sale of lands and tenements Under Said Writ, And the Court having Examined the said proceedings, being Satisfied that the Said Sale has in all respects, been Made in Conformity to the provisions of the Statute in Such Cases Made and provided, find the Same to be Legal and do therefore, Approve and Confirm the Same

It is further ordered that the Sheriff Make to the Purchaser Edmund Dilsaver a deed according to law for the property So Sold. And the Said Purchaser is hereby Subrogated to all the rights of any lienholder who Shall be Satisfied herein, for the protection of his title, and a Writ of possession is awarded to put the Said Purchaser in possession of Said premises

And the Court coming Now to the distribution of the Purchase Money in the hands of the Sheriff, orders that he pay,

First: To the Treasurer of the County the Taxes and penalty due upon the property So Sold, To-wit the Sum of $-----

Secondly:= To the Clerk of this Court the Costs of this Execution, and the proceedings and Sale Thereunder, Taxed at $-----

Thirdly:= To the Said Edmund Dilsaver the balance to apply on his Judgment herein

A Record Shall be Made Showing the Amended Petition, Answer, Judgment for Costs, Judgment of dismissal and the Vends, Expenses and Proceedings Thereunder and Confirmation of Sale

Attest J N Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of Said Court of the Term of April To-wit: on the 19th day of June in the year of Our Lord One Thousand Eight Hundred and Ninety Nine.

Be it Remembered that heretofore - To-Wit: on the 31st day of January A.D. 1899 Malcome Cameron filed in the Clerks Office of the Said Court of Common Pleas the following Petition against David D. Wuntsbaugh et. al. To-wit:

No 7640 Petition

Malcome. M. Cameron, and
Mary A. Cameron his wife: Plaintiffs
Vs
David D. Wuntsbaugh, and Ella. Wuntsbaugh his Wife. Sarah Daugherty, and Ross. Daugherty her husband. Harriett Smart and Isaac Smart her husband. John Wuntsbaugh. Sarah Wuntsbaugh his wife. J. Truitt Wm Burgner & Son and R. W. Cornell: = Defendants

Court of Common Pleas
Union County Ohio,

The Plaintiff Says, that on or about May 27th 1889, David H. Wuntsbaugh late of Union County Ohio died testate Seized of an Estate in fee Simple in the following described real Estate in the County of Union, Ohio To-wit;- Situate in the T.P. of Claibourne. County of Union. State of. Ohio, and known as part of of Lot. (17) Seventeen of the Survey. and division of. Military Survey No 5809. heretofore Made for Thomas Smalley by A. F. Wilkins. Containing by the same One hundred and two acres and Ten poles. per Plat of Said Survey See Same record at Recorders office of above Said County and State;- The above Named part being the Northern part of Said premises. and described as follows; This Said part is to Extend East and West along the Entire length of Said premises on the North Side and bounded on the North by Jacob Snyders farm, and the farm formerly owned by Wm Cassida, and Said part of farm is to Extend far Enough South into Said farm now owned by the Widow and heirs of the late Deceased David H. Wuntsbaugh to Contain Thirty acres. which has been Measured. and Marked. the Said Twenty acres being bounded on the South Side by the remainder of the Langstaff farm.

Also in the Same County. Township and State the following described real Estate. West half of Lot No. (16) Sixteen of Survey No 5809. of Virginia Military District according to Survey Made by A. F. Wilkins Situate in Union County State of Ohio. and containing Fifty one (51) acres More or less; = bounded on the East by Wesley Tallmans Farm, and is the Fifty one (51) acres purchased of Mr Cassidy by the late "Deceased" David H. Wuntsbaugh

The Said decedent left the real Estate above described by his last will and Testament to his Widow Lucinda Wuntsbaugh during her Natural life. and at her death to be divided Equally between his Eight Children whose names are as follows. Mary A. Cameron. one of the Plaintiffs. Daughter. Sarah Daugherty. Daughter. David D. Wuntsbaugh. Son. Harriet Smart. Daughter. John Wuntsbaugh. Son. Nancy. Redd. Daughter. Francis Wuntsbaugh Son. Thomas F. Wuntsbaugh Son.

The Said Lucinda Wuntsbaugh Widow of Said David H. Wuntsbaugh "deceased" has Since died and her Estate in the foregoing described real Estate Ceased at her Said death.

The Said Daughter Nancy Redd. and Said Sons Francis Wuntsbaugh and

No 7640 Receipt

Thomas F. Wintsbaugh with their Wives and husband, Jonico. Sold and Transfered by Quit Claim deed all their respective rights, title, and interest in the Above described real Estate to Some of the other heirs heretofore Mentioned, and they no Longer Have any interest in Said real Estate.

The Said John Wintsbaugh also Conveyed (His Wife Joining) his interest in the Twenty acres described heretofore to Lucinda Wintsbaugh, and Said John Wintsbaugh Conveyed his interest in the 51 acres his wife Not joining to Harriet Smart. that Said Harriet Smart, and husband Isaac Smart now owns Said interest as Plaintiffs are informed and believes,

The following Named parties have the following Undivided interest in the lands described in the Petition

Malcome M. Cameron one of the Plaintiffs owns 1/16 Undivided by purchase. Mary A. Cameron wife of Said Malcome M. Cameron. Who also is one of the Plaintiffs owns 7/16 Undivided. Sarah Daugherty, owns 2/16 Undivided. David D. Wintsbaugh owns 2/16 Undivided, Harriet Smart owns 2/16 of the Whole of Said lands plus 2/16 of the 20 acres described, and Said John Wintsbaugh, interest in the 51. acres. Said Sarah Wintsbaugh, Wife of Said John Wintsbaugh has contingent dower in the 51. acres described.

The Plaintiff ask that Said Sarah Daugherty, and Ross Daugherty her Husband, David D. Wintsbaugh, and Ella Wintsbaugh his Wife, Harriet Smart, and Isaac Smart her Husband, John Wintsbaugh and Sarah Wintsbaugh his wife be Made parties defendants to this petition, and the Said plaintiffs desiring to hold their Said interest in Severalty prays that Partition May be Made of Said premises according to the interest of the parties. or if it Shall appear that Partition Cannot without Manifest Injury be made it is desired that the Commissioners hereafter appointed Shall appraise Said premises as a Whole and return their Valuation of Said premises in Money that the premises May be Sold, or other order taken pursuant to the Statute in Such case Made and provided

F. T. Arthur Attorney

The State of Ohio Union County; ss:

Malcome Cameron one of the above named Plaintiffs Being Sworn Says that the Statement Made and allegations Contained in the foregoing Petition are true as he Verily believes

Malcome M. Cameron.

Sworn to by Malcome M. Cameron before me and Signed by him in my presence this January 31st 1899

Seal

J. M. Gosnell Clerk of Court.

January 31st 1899, The following Precipe was filed in the office of the Clerk of Courts to-wit.

No 7640
Precipe

Precipe

Mr. Clerk.

Issue Summons to Sheriff of Coshocton Co O. for Sarah Daugherty and Ross Daugherty her Husband. To Sheriff of Marion Co. O. for Ella Wintsbaugh and to the Sheriff of Union Co. O. for John Wintsbaugh and Sarah Wintsbaugh his wife, Harriet Smart and Isaac Smart her Husband, Delila Truett adms of the Estate of J. Truett. Endorse Each Writ. Action for Partition

F. T. Arthur Attorney

No 7640
Summons

January 31st 1899: The following Summons was issued and delivered to the Sheriff of Marion County: Ohio.

The State of Ohio } Summons
Union County } To the Sheriff of Marion County

You are hereby Commanded to Notify Ella Wintsbaugh that She has been Sued by Malcome Cameron et al in the Court of Common Pleas of Union County, and Must answer by the 4th day of March A.D. 1899, or the Petition of the Said Plaintiff will be taken as true, and judgment rendered accordingly.

You will Make due return of this Summons on the 15th day of February A.D. 1899

Witness My hand and the Seal of Said Court this 31st day of January A.D. 1899.

J. M. Gosnell Clerk

(Seal)

No 7640
Summons.

---

No 7640
Sheriffs Return on Summons.

February 13th 1899. The following return was made on above Summons, by the Sheriff of Marion County Ohio.

The State of Ohio } Sheriffs Return
Marion County }

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | | 37 |
| Mileage | | 14 |
| Copy | | 18 |
| Postage | | 05 |
| Total | | 74 |

Received this writ February 2nd A.D. 1899, at 2 O'clock P.M. and Served Same by delivering a true Copy of this writ together with the indorsements thereon to the within named Ella Wertsbaugh personally. 2/10. 1899.

John Battenfield Sheriff Marion Co. O.
By A E Cooban Deputy Sheriff.

No. 7640
Sheriffs Return on Summons.

---

No 7640
Summons

January 31st 1899, The following Summons was issued and delivered to the Sheriff of Coshocton County Ohio. To-wit.

The State of Ohio } Summons
Union County }

To the Sheriff of Coshocton County

You are hereby Commanded to Notify Sarah Daugherty and Ross Daugherty her husband that they have been Sued by Malcome Cameron et al in the Court of Common Pleas of Union County, and must answer by the 4th day of March A.D. 1899. or the petition of the Said Plaintiff will be taken as true, and judgment rendered accordingly.

You will Make due return of this Summons on the 15th day of February A.D. 1899.

Witness My hand and the Seal of Said court this 31st day of January A.D. 1899.

J. M. Gosnell Clerk.

No 7640
Summons.

---

No 7640
Sheriffs Return on Summons.

February 13th 1899. The following return was made on the above Summons by the Sheriff of Coshocton County Ohio. To-wit.

The State of Ohio } ss
Coshocton County } Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Mileage | 3 | 20 |
| Copy | | 40 |
| Total | $4 | 10 |

Received this writ Feb 1st A.D. 1899 at one o'clock P.M. and Served Same by handing to Sarah Daugherty and Ross Daugherty Each a true and Certified Copy of this writ, with all the Endorsements thereon, Feb. 11th 1899.

H.T Clark Sheriff

January 31st 1899. The following Summons was issued to the Sheriff of Union County Ohio. To-wit.

No 7640
Summons.

Summons

The State of Ohio
Union County ss

To the Sheriff of Union County.

You are hereby Commanded to Notify John Wertsbaugh and Sarah Wertsbaugh his wife, Harriet Smart and Isabe Smart her Husband, Wm Burgner & Son, and Dilila J. Ennit Administratrix of J. Ennit deceased, that they have been Sued by Malcome Cameron in the Court of Common Pleas of Union County, and Must Answer by the 4th day of March A.D. 1899, 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 13th day of February, A.D. 1899.

Witness My hand and the Seal of said Court this 13th day of February A.D. 1899

J.W. Gosnell Clerk

No. 7640
Sheriffs Return on Summons,

February 11th 1899. The following return was made on the above Summons by the Sheriff of Union County Ohio.

Sheriffs Return

The State of Ohio
Union County ss

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | 1 | 25 |
| Mileage | 3 | 52 |
| Copies | | 90 |
| Total | $5 | 67 |

Received this writ February 1st A.D. 1899 at 8. O' clock A.M. and Served Same by delivering a true and Certified Copy of this writ with all of the indorsements thereon to John Wertsbaugh, Sarah Wertsbaugh, Harriatt Smart, and Wm Burgner Senior Member of the firm of Burgner & Son personally on February 11th 1899 owing to Mistake in Handing out Summons no Service was made on Isaac Smart at this time

J. Ed Robinson Sheriff
By Allen Haines Deputy.

I hereby waive Service in this Case and Enter My appearance therein Feb 2nd 1899

Delila J. Ennit
By Robinson & Woodbine her attys

February 25th 1899. The following Summons was issued to the Sheriff of Union County Ohio. To-wit:

No 7640
Summons.

Summons

To the Sheriff of Union County.

The State of Ohio
Union County ss

You are hereby Commanded to Notify Isaac Smart that he has been Sued by Malcome Cameron in the Court of Common Pleas of Union County, and Must answer by the 25th day of March A.D. 1899, or the

Petition of the said Plaintiff will be taken as true and Judgment rendered accordingly
You will make due return of this Summons on the 6th day of March A.D. 1899.
Witness My hand and the Seal of said Court
this 25th day of February A.D. 1899.
J M Gosnell Clerk

(Seal)

No 7640
Return on Summons

March 2nd 1899. Summons returned with the following endorsements thereon to-wit.

The State of Ohio
Union County ss

Sheriffs Return

Received this writ February 27th A.D. 1899 at 8. O'Clock A.M. and served same by delivering a true and certified copy of this writ with all of the endorsement thereon to Isaac Smart. by leaving a copy at his usual place of Residence on March 1st 1899.

J Ed Robinson Sheriff.
By Allen Haines Deputy.

No 7640
Affidavit for Publication

January 31st 1899. The following affidavit for Service by Publication was filed in the Office of the Clerk of Court. To-wit.

Malcome M. Cameron and
Mary A. Cameron his wife. Plffs.
VS
David D Wintsbaugh. et al. Dfts

The State of Ohio Union County ss:
In the Common Pleas Court.
In Partition
Affidavit to obtain Service by Publication

Malcome M Cameron one of above Plaintiffs being Sworn Says the Defendant. David D Wintsbaugh and R W Connell are non residents of the State of Ohio. and that Service of Summons on them can not be Made in this State. that the residence of the said David D. Wintsbaugh is Newport in the State of Tennessee and R. W. Connell is Omaha State of Nebraska. and that the case is one of those Mentioned in Section 5048 of the Revised Statutes of Ohio that this Affidavit is Made for the purpose of obtaining Service upon said David D. Wintsbaugh and R. W. Connell by Publication

Malcome M. Cameron.

Sworn to before Me and Subscribed in my presence by said Malcome M. Cameron Plff. This 31st day of January 1899.

(Seal)

J. M. Gosnell Clerk of Court.

No 7640
Waiver of Summons.

No 7640
Legal Notice and Proof.

April 22nd 1899. Legal Notice and Proof of Publication filed To-wit.

Malcome M. Cameron and
Mary A. Cameron his wife
Plaintiffs
VS
David D. Wintsbaugh et al.
Defendants

Legal Notice
R. T. Arthur attorney

Court of Common Pleas
Union County Ohio

David D. Wintsbaugh who resides at Newport in the State of Tennessee. and R. W. Connell. who resides in Omaha. State of Nebraska will take Notice that on the 31st day of January 1899. Malcome M. Cameron

and Mary A Cameron his wife Plaintiffs filed their Petition in the Court of Common Pleas. Union County. Ohio, Commencing a civil action against them and others praying for Partition of the real Estate in said Union County. Ohio. of David H. Wintsbaugh "deceased" said real Estate described as follows: Situate in the Township of Claibourne, County of Union, State of Ohio, and known as part of Lot 11 of the Survey and division of Military Survey No. 5809. heretofore Made for Thomas Swaney by A.R. Wilkins Containing by the same One Hundred and two acres and Ten poles:- For plat of said Survey see same record at Recorders office of above said County and State. The above Named part being the Northern part of said premises and described as follows. This said part is to Extend East and West along the Entire Length of said premises on the North side and bounded on the North by Jacob Snyders farm, and the farm formerly owned by Wm Cassidy and said part of said farm Now owned by the Widow and heirs of the late deceased David H. Wintsbaugh. to Contain Twenty acres which has been Measured and Marked, the said Twenty acres being bounded on the South side by the remainder of the Langstaff farm.

Also in the Same County, Township, and State the following described real Estate: West half of Lot N. 16 of Survey No 5809 of Virginia Military district according to Survey Made by W.C. Wilkins. Situate in Union County, State of Ohio, and Containing 51. acres More or less, bounded on the East by Werly Fallmans farm, and is the 51 acres purchased of Wm Cassidy by the late deceased. David H. Wintsbaugh.

Said David D. Wintsbaugh, and R. W. Connell are required to answer the Petition in said action on or before the 25th day of March A. D. 1899, or decree will be Entered by Default.

February 1st 1899. C.W.

Malcome M. Cameron
May A. Cameron.
Plaintiffs

The State of Ohio Union County. SS:

The Undersigned, being duly Sworn. Says that a Copy of the annexed Notice was published for 6. Consecutive Weeks in the "Marysville Tribune" a Newspaper of general Circulation in the County of Union, the first publication beginning with February 1st 1899.

W. O. Shearer.

Sworn to and Subscribed before Me this 22nd day of April 1899.

Printers Fee $2.50

J. N. Gamble Clerk

No 7640
Waiver of Summons.

February 17th 1899. The following Waiver of Summons was filed in the Clerks Office

Malcome M. Cameron et. al.
Plaintiffs.
vs
David D. Wintsbaugh et. al.
Defendants.

Court of Common Pleas
Union County Ohio.

The Undersigned named as parties in the above Entitled Case Hereby Waive the issuing and Service of process upon us and hereby Enter our appearance in the same in the Prayer of the Petition for Partition or Sale of said premises as Prayed for

Claibourne Ohio February. 1st 1899.

May A. Cameron
Malcome M. Cameron.

No 7645
Answer of
Ella Wurtsbaugh

February 28th 1899. The following answer of Ella Wurtsbaugh was filed in the Office of the Clerk of Court. to-wit:

Malcome Cameron et al
Plaintiffs
vs
David Wurtsbaugh et al
Defendants

Court of Common Pleas. Union County Ohio.

Answer of Ella Wurtsbaugh.

The defendant Says: She is the Wife of David D. Wurtsbaugh. one of the above Named defendants:

That on the 28th day of February 1899. She Commenced in the Union Common Pleas Court, action against the said David D. Wurtsbaugh. asking an allowance by the Court. for Alimony for herself and Minor Children.

This defendant Says that the said David D. Wurtsbaugh is entitled to the One Eight of the Real Estate described in the Petition instead of the 1/6. as therein averred.

This defendant, Says. that She has in her said action asked that the Alimony be paid out of the Real Estate described in the Petition, and Says the said defendant David D. Wurtsbaugh resides at Newport State of Tennessee. and has no other property within the State of Ohio. Either Real or Personal, besides his said One Eight interest described in the Plaintiffs Petition

This defendant asks that the Court. May guard all her rights by reason of the premises, and that any and all of the interest of David. D. Wurtsbaugh may be held if reduced to Money Subject to the Order of the Court, in the said action of this defendant for Alimony as aforesaid.

D. W. Ayers Atty for Ella Wurtsbaugh.

State of Ohio. Union County, SS:

Ella S. Wurtsbaugh. being duly Sworn says the facts Stated and allegations in her foregoing answer. is true as She verily believes

Ella S. Wurtsbaugh.

Sworn to before me and Signed in my presence this 28th day of, February, A.D. 1899.

(Seal)

F. E. Arthur
Notary Public.

No 7646
Answer and
Cross Petition
of Sarah
Wurtsbaugh.

March 3rd 1899. The following answer and cross Petition of Sarah Wurtsbaugh was filed in the office of the Clerk of Court. To-Wit:

Malcome Cameron
Plaintiff
vs
David D. Wurtsbaugh et al
Defendants

In Court of Common Pleas: Union County Ohio:

Answer and Cross Petition

Now Comes the defendant Sarah Wurtsbaugh: and Says: that up until on or about the first day of November. 1898. her husband. the defendant John Wurtsbaugh. was Seized in fee Simple of an undivided one Eighth part of the tract of Real Estate containing fifty-one acres. described in Plaintiffs Petition. that at about that time he conveyed the same to the defendant. Harriett Smart: That this defendant was then the wife of said John Wurtsbaugh. and as such entitled to right of dower in his said interest in said Real Estate: That She did not join with him in the Execution of said

No 7647
Entry order of
Partition

deed. and in no other Manner has She released her right of dower in Said real-Estate or been deprived thereof: but She is Still Entitled to the possession of Said right of dower in the undivided One-Eighth part of Said fifty-one acres of land as aforesaid.

Wherefore this defendant prays that her rights and interests in the premises be protected, and that if Said land be Sold She be decreed the Value of her Said interest therein in Money.

J.F. Miller

State of Ohio, County of Union ss:

Sarah Wurtsbaugh, being first duly Sworn, Says that She is the above answering defendant, and that the facts Stated and allegations Made in the foregoing answer and Cross-Petition, are, as She Verily believes True

Sarah Wurtsbaugh.

Sworn to before Me and Subscribed in my presence this first day of March, 1899.

Seal

Henry S. Stiles
Notary Public.

---

No 7644
Entry order of Partition

April 10th The following Entry was filed in the Office of the Clerk of Court To-wit:

Malcome M. Cameron et al. Plaintiffs
vs
David D. Wurtsbaugh et al Defendants

Entry
Order of Partition

This cause came on to be heard upon the Petition of Plaintiffs, the answers of Ella and Sarah Wurtsbaugh, and the Exhibits, On Consideration whereof, and it appearing to the Satisfaction of the Court that all the parties have had due Notice of the filing, pendancy, and demand of the Said Petition as required by law, and that the Petitioner has 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, it is ordered by the Court that by the Oaths of John Smith, Asa Longstaff, and Perry A. Byron, Three Judicious disinterested freeholders of the County, partition be Made of Said lands in the following proportions To-wit:

To Malcome M. Cameron one Sixteenth 1/16 - To Mary A. Cameron, Wife of Said Malcome M. Cameron, Seven Sixteenths 7/16 - To Sarah Daugherty two Sixteenth 2/16, To David D. Wurtsbaugh two Sixteenths 2/16 - To Harriet Smart two Sixteenths of the Whole of Said lands plus 2/16 of the 20. acre tract, and also Said John Wurtsbaugh's interest in the 51 acres described, and to Sarah Wurtsbaugh Wife of Said John Wurtsbaugh her Contingent dower interest in the Said 51 acres.

If the Same can be done without Manifest injury to the premises, and if in the opinion of the Commissioners Said division cannot be So Made without Manifest injury to the premises, then and in that case that they return the true Value in Money, by appraisement of Said premises, to Said Court, and it is further ordered by the Court that a Writ of partition issue to the Sheriff of this County Commanding him to cause Said Partition to be Made with the foregoing Order,

---

No 7640 Precipe for order of Partition

April 10th 1899. The following Precipe for Order of Partition was filed in the Clerks Office To-wit:

Malcome M. Cameron et al
vs
David D. Wurtsbaugh et al

Court of Common Pleas. Union County Ohio
Marysville April 10th 1899.

To the Clerk of Said Court

Issue Order of Partition in the above case returnable according to law.

E T Arthur Attorney

No 7640 Writ of Partition

April 10th 1899. The following Writ of Partition was issued and delivered to the Sheriff of Union County Ohio. To-wit:

The State of Ohio
Union County

Writ of Partition

To the Sheriff of Said County:

Pursuant to an order of our Said Court of Common Pleas Within and for the Said County at the April Term A.D. 1899 in a Civil action therein pending. (for Partition). Wherein Malcome M. Cameron. Et. al the plaintiffs and David D. Wurtsbaugh et al the defendants. You are hereby Commanded that by the oaths of John Smith. Asa Longstaff and Percy A. Brown. 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;

Situated in the Township of Claibourne County of Union. State of "Ohio" and known as part of lot (17) Seventeen of the Survey and division of Military Survey. No 5809. heretofore Made for Thomas Sweney by A.T. Wilkins Containing by the Same. One hundred and two acres and ten poles. for plat of Said Survey See Same Record at Recorders Office of above Said County and State - The above Named part being the Northern part of Said premises. and described as follows:- This Said part is to Extend East and West along the Entire length of Said premises on the North Side. and bounded on the North by Jacob Snyders farm and the farm formerly owned by Wm Cassidy. and Said part of Said farm is to Extend far Enough North into Said farm now owned by the Widow and heirs of the late "deceased" David H. Wurtsbaugh to Contain Twenty acres. Which has been Measured and Marked. This Said Twenty acres being bounded on the North Side by the remainder of the Longstaff farm.

Also in the Same. County. Township. and State the following described real Estate. West half of lot No (16) Sixteen of Survey No 5809. of Virginia Military District according to Survey Made by A.T. Wilkins: Situate in Union County State of Ohio. and Containing Fifty one (51) acres More or less. bounded on the East by Wesley Tallmans farm and is the Fifty one (51) acres purchased of Wm Cassidy by the late David H. Wurtsbaugh:- among the persons Named herein, and in the following proportions, To-wit:

| | | |
|---|---|---|
| "To. Malcome M. Cameron | 1/16 | Part |
| "To. Mary A. Cameron | 7/16 | Part |
| "To. Sarah Daugherty | 3/16 | Part |
| "To David D. Wurtsbaugh | 2/16 | Part |
| "To. Harriett Smart 2/16 plus 2/16 of the 20 acre Tract and also Said John Wurtsbaugh. | | |

No 7640 Sheriffs Return on Writ of Partition

No 7640 Com Report

...as filed in the

...County Ohio

...10th 1899.

...of Partition

...ue Attorney

...and delivered

...id County:

...mmon Pleas

...a civil action

...et. al the plaintiffs

...mmanded that

...ree judicious

...either of said

...for such purpose,

...estate To-wit;

State of "Ohio"

...ision of Military

...ins Containing

...said Survey

...tate - The above

...scribed as

...ture length

...by Jacob Snyders

...part of said

...ed by the

...Contain Twenty

...y acres being

...farm.

...following

...No 5809 of

...kins: Situate

...3 acres More or

...Fifty acre (51)

...h: - among the

1/16 Part

7/16 Part

3/16 Part

2/16 Part

...John Wurtsbaugh.

interest in the 51 acres described.

"To Sarah Wurtsbaugh, Wife of John Wurtsbaugh a contingent dower in the 51 acre tract,

"But if the said Commissioners are of the opinion that said real Estate cannot be divided according to the demand of this writ without Manifest Injury to the Value thereof that you Cause them to Make a just Valuation of the same in money, and that your proceedings in the premises you distinctly certify, Under your hand, to our said Court forthwith.

Witness My hand and the Seal of said Court of Common Pleas, at the Court House in Marysville This 10th day of April A.D. 1899.

J M Gosnell Clerk
By Jno A. Gosnell Deputy

April 11th 1899. The following return on Writ of Partition was made by the Sheriff. To-wit=

No 7640 Sheriffs Return on Writ of Partition

## Sheriffs Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service | | 25 |
| Mileage | 2 | 56 |
| Executing Writ | 1 | 00 |
| Swearing Com | | 25 |
| Report Com | | 25 |
| Return | | 25 |
| Total | $ 4 | 56 |
| Commissioners Fees | | |
| P. A Breon | 1 | 00 |
| J E Smith | 1 | 00 |
| Asa Longstaff | 1 | 00 |

As Commanded by the foregoing Writ of Partition, I have Executed the Same by the Oaths of P. A. Brown, J. E Smith and Asa Longstaff, Causing Said Partition to be Made, as will appear by the report of the Commissioners herewith returned Given under my hand this 11th day of April A.D 1899

J. Ed Robinson Sheriff.

No 7640 Com Report

## Commissions Report

Malcome M. Cannon et al
against
David D Wurtsbaugh et al

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

According to the demand of the Writ of Partition in this Case issued, and on the Call of the Sheriff of Said County, we the Undersigned Commissioners, after being first duly Sworn, And upon actual View of the premises. We are of Opinion that the Said real Estate cannot be divided according to the demand of the Writ without Manifest injury to Value thereof, and we do Estimate the Value of the Same at $33 33/100 Thirty Three Dollars and 33/100 per acre.

Given Under our hands this 11th day of April A. D. 1899.

P A. Breon
J E Smith
Asa Longstaff
} Commissioners

No 7640
Motion

April 11th. 1899. The following Entry was filed in the Clerks Office To-wit:

M. M. Cameron et al. Plaintiffs
vs
David D. Mutsbaugh et al Defendants

In Partition

On Motion to the Court by F. T. Arthur Attorney. and upon producing the proceedings of the Sheriff, and the report and proceedings of the Commissioners herein before appointed, and the same being Examined. it is ordered by the Court that Said proceedings, and report be and the same are hereby approved, and confirmed in all respects. And on further hearing of the cause, Neither of the Said parties Electing to take the premises at the Valuation thereof as returned by Said Commissioners. On Motion of the Counsel it is ordered by the Court that the lands and Tenements in the Petition Mentioned be Sold at Public auction, by the Sheriff of this County, according to the Statute in Such Case Made and provided. Upon the following terms To-Wit: One Third in hand on day of Sale, One Third in One year, and one Third in two years from the day of Sale, with interest on defined payments, and that they be Secured by Mortgage upon the premises So. Sold.

April 11th 1899. The following Precipe for Order of Sale in Partition was filed in the Clerks Office To-wit

No 7640
Precipe for Order of Sale.

M. M. Cameron et al. Plaintiffs
vs
David D. Mutsbaugh et al. Defendants

Court of Common Pleas Union County Ohio
Marysville April 11th 1899.

To the Clerk of Said Court:

Issue Order of Sale in Partition in the above Case directed to Sheriff of Union County Ohio returnable according to law

F. T. Arthur Attorney for Plaintiffs

No 7640
Sheriffs Return

April 11th 1899. The following order of Sale in Partition was issued and delivered to the Sheriff of Union County Ohio. To-wit:

No 7640
Order of Sale.

The State of Ohio
Union County ss.

Order of Sale in Partition
To the Sheriff of said County Greeting:

In pursuance of the order of our Court of Common Pleas. Within and for the County of Union, at the April Term. A.D. 1899. in a Certain Petition for Partition. Now pending in Said Court, Wherein. Malcome M Cameron et al Petitioners and David D. Mutsbaugh et al, Respondents. We Command you that Without delay you proceed to Sell at Public auction the lands and Tenements in Said Partition described To-Wit:

No 7640
Sheriff Sale and Proof

Situated in Union County Ohio, and in the Township of Claibourne, and known as part of lot (175) Seventeen of the Survey and division of Military Survey No. 5809, heretofore Made for Thomas Sweeny by A. T. Wilkins

Containing by the Same, One Hundred and two acres and ten poles. for plat of Said Survey See Same record at Recorders office of above Said County and State. The above Named part being the Northern part of Said premises and described as follows:- This Said part is to Extend. East and West along the entire length of Said premises, on the North Side, and bounded on the North by Jacob Snyders farm and the farm formerly owned by Wm Cassidy, and Said part of Said farm is to Extend far Enough South into Said farm now owned by the Widow and heirs of the late deceased David H. Wentsbaugh to contain Twenty acres, which has been Measured and Marked. the Said Twenty acres being bounded on the South Side by the remainder of the Langstaff farm.

Also in the Same County Township and State. West half of lot No (16) Sixteen of Survey No 5809, of Virginia Military District: according to Survey Made W. T. Wilkins Situate in Union County State of Ohio. and Containing Fifty one (51) acres more or less, bounded on the East by Wesley Fallman farm, and is the Fifty one acres (51) acres purchased of Wm Cassidy by the late deceased. David H. Wentsbaugh.

Appraised at $38 33/100 per acre, and that your proceedings in the premises you Make Known to our Said Court of Common Pleas within Sixty days from the date hereof: and have you then and there this Writ.

Witness my hand and the Seal of Said Court, at Marysville this 11th day of April. A.D. 1899.

Seal

J. H. Gosnell Clerk
By Jno A Gosnell Deputy

No 7640
Sheriffs Return

May. 13th 1899. The following Return was made on the above order of Sale by the Sheriff of Union County, Ohio

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Mileage | | 16 |
| Copy. to. Parties | | 25 |
| Poundage | 15 | 85 |
| Return | | 25 |
| Total Sheriffs | 16 | 76 |
| Deed | 2 | 00 |
| Stamps for deed | 2 | 50 |

Sheriff's Return

As commanded by this Writ, I have caused the lands and tenements herein described, to be duly advertised for thirty days Next preceding the day of Sale in the Richwood Gazette, a Newspaper printed and of general circulation in Union County, Ohio: and on the 13th day of May A. D. 1899, 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 appeared M. M. & Mary A Cameron. Who bid for the Same the Sum of Twenty Three Hundred and Sixty and 75/100 Dollars. ($2360 75/100). 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

No 7641
Sheriff Sale and Proof

May. 22nd 1899. The following Notice of Publication of Sheriffs Sale and its Proof was filed in the Clerks office To. wit.

F. F. Arthur Attorney

Malcome M. Cameron et al.
vs
David D. Wentsbaugh et al

On 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 May 13th 1899 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 Claiborne, County of Union and State of Ohio, and known as part of lot (17) Seventeen of the Survey and Division of Military Survey No 5809. heretofore Made for Thomas Searcy by A. C. Wilkins containing by the Same, One Hundred and Two acres and Ten poles for plat of Said Survey. See Same record at Recorders office of above Said County and State. The above named part being the Northern part of Said premises and described as follows: This Said part is to Extend East and West along the Entire length of Said premises, on the North Side and bounded on the North by Jacob Snyders farm and the farm formally owned by Wm Cassidy, and Said part of Said farm is to Extend far Enough South into Said farm now owned by the Widow and heirs of the late deceased, David H. Wurtsbaugh to contain Twenty acres, which has been Measured and Marked. The Said Twenty acres being bounded on the South Side by the remainder of the Langstaff farm.

Also in the Same County, Township and State the following described real Estate. West half of lot No (16) Sixteen of Survey No. 5809. of Virginia Military District, according to Survey Made by W. C. Wilkins Situate in Union County, State of Ohio, and Containing Fifty one (51) acres More or less, bounded on the East by Wesley Tallman farm, and is the Fifty-one acres purchased of William Cassidy by the late deceased, David H. Wurtsbaugh

Appraised at $83.33 per acre.

Terms of Sale: One-Third Cash, One Third in one year and One-Third in Two years. Defered payments to draw 6 per cent interest, and to be Secured by first Mortgage on the premises.

J Ed. Robinson Sheriff of Union County Ohio

Richwood Ohio April 18 "5 wks

Proof of Publication

State of Ohio Union County ss,

J. George W. Worden Publisher of the Richwood Gazette being duly Sworn Says that the Notice hereto attached was published in the Gazette on the 18th day of April, 1899. and Continued therein five Consecutive Times during all of which time Said Newspaper was printed and in general Circulation in Said County.

Geo W. Worden.

Sworn to and Subscribed before me this 20th day of May, 1899.

Seal

Henry D. Spicer,
Notary Public

No 7640 Answer of Burgner & Son

June 12th 1899. The following answer and Cross Petition of Williams Burgner and Son was filed in the Clerks office To-wit;

Malcome M. Cameron et al
Pltandiffs
vs
David D. Wurtsbaugh et al
Defendants

In the Court of Common Pleas of Union County Ohio
Answer and Cross Petition of Williams Burgner & Son.

And Now Comes the Said defendant, William Burgner & Son, a partnership doing Business in the State of Ohio, and for its answer and cross petition herein Says: That on October 14th 1889, it obtained a Judgment against Said defendant, David D. Wurtsbaugh.

No 7640 Answer and Cross Petition of R. W. Connell

by the Consideration of J. L. Jolliff a Justice of the Peace for Claibourne Township. Union County Ohio. in the Sum of Thirteen and 80/100 Dollars. debt and Two and 50/100 Dollars Cost of Suit. Which Costs were there paid by. it. On March. 9th 1889 Said William Burgner & Son caused a Transcript of Said judgment to be filed with the Clerk of this Court and thereby obtained a lien on the interest of Said defendant. David D. Wuntsbaugh. in the premises described in Plaintiffs Petition herein filed. The increase on Said judgment were. Three and 07/100 Dollars. On May 8th 1899. Said judgment having became dormant. Was revived in this Court in the Sum of Twenty Eight and 75/100 Dollars, being the judgment. interest and Costs, and the Sum of Twenty Two and 87/100 Costs of Said revivor Suit.

"Said judgment. interest and Costs as So revived remain in full force. Unreversed and Unsatisfied in Whole or in part. and is a Valid lien upon Said defendants David Wuntsbaughs interest in Said premises

Said defendant William Burgner & Son therefore ask that out of the proceeds of the Sale of Said premises due to Said defendant. David Wuntsbaugh Named in Said Case as Daaid D Wuntsbaugh. Said judgment of Said William Burgner & Son for Said Sum of $28.75 and $22.87 Costs be allowed in the Priority. and for other and further relief in the premises, to which it may be entitled.

John M. Brodrick Attorney for.
William Burgner & Son,

The State of Ohio }
County of Union }

John M. Brodrick being Sworn. Makes Oath that he is the Attorney for Said defendant. William Burgner & Son duly authorized; that the facts Stated in the foregoing answer and cross Petition are within the personal knowledge of affiant and are as affiant believes true.

John. M. Brodrick.

Sworn to by Said John. M. Brodrick before me and Signed by him in my presence this 12th day of June, 1899.

(Seal) J. H. Gosnell Clerk of Court

No 7640.
Answer and cross Petition of R.W. Connell

June 12th 1899. The following answer and cross Petition of. R.W. Connell was filed in the office of the clerk of Courts for suit.

Malcene M. Cameron. et al. } In the Court of Common Pleas of Union County. Ohio.
Plaintiffs
vs. No 7640
David D. Wuntsbaugh. et. al Answer and cross Petition of R.W. Connell.
Defendants

And now Comes the Said defendant. R.W. Connell. and for his answer and cross Petition herein Says:- That on April 10th 1884 he obtained a judgment against the Said defendant. David. D. Wuntsbaugh and Ella Wuntsbaugh before Asa Langstaff. a Justice of the Peace for Claibourne Township. Union County. Ohio. in the Sum of Twenty Six and 63/100 Dollars debt and Four and 1/100 Dollars Costs of Suit. Which Costs were then paid by Said Said. R.W. Connell. On May 28th 1884 Said R.W. Connell Caused a Transcript to be filed with the Clerk of this Court. and thereby obtained a lien on Said David D. Wuntsbaughs interest in Said premises described in Plaintiffs Petition herein. Said Judgment

become dormant, and on May 3rd 1899 by the Consideration of this Court the said judgment was duly revived in the Sum of fifty Seven and 79/100 Dollars being the judgment Costs and interest then due Said R. W. Connell thereon, and Twenty Seven and 86/100 Dollars Costs of Said Revivor. Said judgment, interest and Costs as so revived remain in full force Unreversed and Unsatisfied in whole or in part, and is the first and best Lien on Said interest of Said David D. Muntsbaugh and Ella Muntsbaugh in Said premises.

Said defendant R. W. Connell therefore asks that out of the Share of Said defendant David D Muntsbaugh and Ella Muntsbaugh in Said premises he be allowed Said Sum of $57.00 with interest from May 3rd 1899, and Said Sum of $27.86 Costs as aforesaid, and for all proper relief in the premises.

John M. Brodrick Attorney for
R W. Connell.

The State of Ohio }
County of Irwin } ss

John M. Brodrick being Sworn Makes Oath that he is the duly authorized Attorney of Said defendant R. W. Connell; That Said R. W. Connell is a Non Resident of Said Irwin County, Ohio, and that the facts Stated in the foregoing Answer and Cross Petition are as Affiant believes true

John M. Brodrick

Sworn to by Said John M. Brodrick before me, and Signed by him in my presence this 12th day of June. 1899.

Seal

J. M. Connell
Clerk of Court

No 7640 Entry

June 19th 1899. The following Entry of Confirmation of Sale is ordered filed in the office of the Clerk of Court, To-Wit.

Malcome M. Cameron, and
Mary A. Cameron. = Plaintiffs
vs
David D. Muntsbaugh, Et al
Defendants

Confirmation of Sale in Partition

This day this Cause came on to be heard upon the Motion of the Counsel for the plaintiff, to Confirm the Sale Made in this Case, and upon producing the proceedings of the Sheriff, and the Sale of the premises by him Made in pursuance of a former order of the Court, and the Same being Examined, and found by the Court in all respects in due form of law. It is ordered that Said proceedings and Sale be and the Same are hereby approved, and confirmed, and that Said Sheriff Execute and deliver to the Said purchasers, Malcome M. Cameron and Mary A. Cameron, a deed in fee Simple for the Said lands and Tenements by him Sold as aforesaid

And it is further ordered that the Costs and Expenses of this Suit amounting to $179.86 including Attorney fee to T. T. Arthur of $80.00 and the Taxes amounting to $11.17 be paid out of the Money arising from Said Sale

And that the Sheriff distribute the residue of the first payment as follows

"The defendant Sarah Muntsbaugh having deeded to Harriet Smart her Contingent right of dower, as Set up in her answer in this Case.

1st " "To Malcome M. Cameron, and Mary A. Cameron, Together $ 297.95

court the said
ng the judgment
86/100 Dollars Costs
in full force
t lien on said
ove.
of said defendant
ed said Sum of
aforesaid, and

ek Attorney for
R. Connell.

is the duly authorized
then resident of
wer and Cross

odrick

him in any

uell
erk of Court

filed in the office

ten

upon the Motion
ce, and upon
by him made
amined, and
ed that said
firmed, and
e M. Cameron
Tenements

Suit amounting
Taxes amounting

ment as follows
our right of

$ 291,95

2nd To. Sarah. Daugherty, $ 74 78
3rd To. David D. Wurtsbaugh $ 74 78
4th To. Harriet Smart. $ 148.96

That he divide the residue as follows. and take Notes with interest from day of Sale, and Mortgage to secure the same on the premises: 1st To. Malcom M. Cameron and Mary A. Cameron. Together $393 45 3/4 in one year. and the same amount in two years. 2nd To. Sarah. Daugherty. $98 36 1/4 cts. in one year and the same amount in two years. 3rd To. David D. Wurtsbaugh $98 36 1/4 in one year and the same amount in two years. 4th To. Harriett Smart $196 72 1/2 cts in one year and the same amount in two years;

And this cause coming on further for hearing on the answer and cross Petitions of the defendants R. W. Connell. William Burgner & Son. and Ella Wurtsbaugh. and the Court being fully advised in the premises do find that the amount above found due to said defendant: David D. Wurtsbaugh shal be distributed among said defendants above named in the proportions following To-Wit;

1st To. the Clerk of this Court. The Sum of Two. and 70/100 Dollars for the Costs on said answer and cross Petition herein.

2nd To. the Clerk of this Court the Sum of Twenty Seven and 85/100 Dollars. being the Costs on revivor of the judgment of R. W. Connell, and the Sum of Twenty Two and 87/100. Dollars being the Costs on revivor of the judgment of. William Burgner & Son

3rd To. The defendant. R. W. Connell the balance of said Cash payment. Twenty one and 25/100 Dollars. to apply on his claim.

4th Out of the first Note for defered payment to said. David D. Wurtsbaugh. the remainder of his Claim in full. on Compromise. Eighteen and 62/100 Dollars.

5th Out of said first Note to said defendant. William Burgner & Son the amount of their claim in full. on Compromise. Twenty. Dollars. Rd.

6th To the said defendant. Ella Wurtsbaugh the remainder of said first Note $57 77/100 and all of said second Note $98 36 1/4. to apply on her claim for Alimony

R. T. Arthur for Plaintiff
Broderick for Connell & Burgner & Son
Ayers. for Ella. Wurtsbaugh.

Attest J. N. Gossett Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable, Duncan Dow, Judge of Said Court, of the Term of April, To-wit; on the, 10th day of April in the year of our Lord, One Thousand, Eight Hundred and Ninety Nine.

Be it Remembered that heretofore, To-wit; on the 11th day of March A. D. 1899, Sarah E. Owens, filed in the Clerks office of the Said Court of Common Pleas, the following Petition against Nathan M. Graham, Et. al, To-wit;

No 7659
Petition

Sarah E Owens ..... Plaintiff
vs,
Nathan M. Graham, Sarah A. Graham, Amanda M. Ross, and Seycungus. Ross, and Edna Bruce as Administratrix of the Estate of Lucie E. Knox, Deceased, Defendants

In the Court of Common Pleas, of Union, County, Ohio,

Petition

First Cause of action: = The plaintiff for first Cause of action Says that on the 8th day of November, 1893, the Said Nathan M. Graham, Executed and delivered to the plaintiff his promissory Note of that date, and thereby promised to pay to the plaintiff or order, the Sum of One Hundred and Twenty five Dollars with Interest at 8. per Cent, payable annually, the Said Note to become due and payable in two years, The interest on Said Note is paid to the 8th day of November, 1895, a Copy of Which Note is hereto attached Marked Exhibit "A" and made part hereof, There is Now due to the plaintiff from the Said Nathan M. Graham Upon the Said Note, the Sum of, One Hundred and Twenty Five Dollars With 8. per Cent Interest from the 8th day of November, 1895, the interest payable annually,

Second Cause of Action

For a Second Cause of action the plaintiff Says, that to Secure the payment of the Said Note, the Said Nathan M. Graham, and his Wife Sarah A. Graham, Who released her dower, Executed and delivered to the plaintiff, their Mortgage deed of that date and thereby Conveyed to the plaintiff the following described premises Situate in the County of Union and State of Ohio, To-wit;

Situate in the Village of Richwood being lot Numbered 586, and 17. feet off, the East Side of lot Numbered, 587, in Said Village of Richwood, as the Same is Shown on the recorded Plat, thereof,

Said Mortgage had a condition thereunder Writen that if the Said Nathan M. Graham Shall pay or Cause to be paid his Certain promissory Note of even date, to the order of Mrs. S. E. Owen, for One Hundred and Twenty Five Dollars with interest at Eight per cent to be paid annually, due in two years, then this Mortgage Shall be Void,

On the 28th day of November 1895, Said Mortgage was left with the recorder of the Said County of Union for record and was by him recorded in Book 32, on Page 366 of his Mortgage Records,

Said Mortgage has become absolute, there is now due and unpaid upon the Said Mortgage indebtedness, the Said Sum of One Hundred and Twenty Five Dollars with Eight per Cent interest from Nov. 8th 1895, the interest payable annually,

Third Cause of action

For Third Cause of action The plaintiff Says: That on 15th day of April 1896, The defendant Nathan M. Graham Executed and delivered to one Lucie E. Knox

his promissory Note of that date. and thereby promised to pay to the said Carrie O. Knox the Sum of One Hundred Dollars in one year thereafter with 8. per cent interest payable annually, and if interest not paid when due, then the unpaid interest to draw interest at 8. per. cent. There are no credits or payments on said Note. Since the Execution of said Note the said Carrie O. Knox has died intestate, and Edna Bruce is her Administratrix. duly qualified. Since her qualification as such Administratrix, the said Edna Bruce assigned said Note to the plaintiff receiving full and valuable Consideration therefor, and the plaintiff now owns and the same, and there is due the plaintiff thereon the Sum of One Hundred Dollars with 8. per cent payable annually per April 15th, 1896, and interest on the over due annual installments of interest at 8. per cent per annum.

A Copy of. said Note is hereto Attached.

Fourth. Cause of action.

For fourth Cause of action the plaintiff Says; That to Secure the payment of the Note Mentioned in the third Cause of action herein the said Nathan M. Graham Executed and delivered to the said Carrie O. Knox his Mortgage deed of that date and thereby conveyed to the said Carrie O. Knox the Same premises described in the Second Cause of action herein, and being a Second Mortgage on the said premises.

Said Mortgage had a condition thereunder written, providing that if the said Nathan M. Graham Should pay or cause to be paid to the order of the said Carrie O. Knox his promissory note drawn for the Sum of One Hundred Dollars due in One year with 8. per Cent interest payable annually and pay. 8. per cent on all due and unpaid interest. then Said Mortgage to be Void.

Said Mortgage has become absolute, as no part of the Sum Secured thereby has been paid.

On the day of 1896. the Said Mortgage was left with the recorder of the Said County for record, and was by him thereafter recorded in. Book 35 on page 556 of his records.

Fifth Cause of action.

That on the 4th day of November. 1877. the Said Nathan M. Graham and his Wife Sarah A. Graham. Executed and delivered to the Said Amanda M. Ross. a deed in fee Simple for the premises in the Second Cause of action herein described, and as part of the Consideration for the Said deed it was provided therein as follows:- Said Amanda M. Ross, assumes and agrees to pay two Mortgages. One to S. E. Owen. for $125"; and one to Carrie Knox for. $100". and further the plaintiff says that the Said Amanda. M. Ross with her husband Lycurgus Ross joining therein. Executed and delivered to Said Nathan M. Graham a Mortgage deed. conveying back to Said Nathan M. Graham, said premises which deed was conditioned, that if the Said Amanda M. Ross, and Lycurgus Ross Shall pay or Cause to be. to S. E. Owen, the Sum of One Hundred, and Twenty Five Dollars. with 8. per cent interest thereon from Nov. 8th. 1896. payable annually. and pay to Said S. E. Owen, a Note of One Hundred. Executed by Said Nathan M Graham to Carrie O. Knox, dated April 15th. 1896. due in one year with 8. per cent interest payable. annually. the unpaid interest to bear 8. per cent. payment of which Notes were assumed by the Said Amanda M. Ross. and Lycurgus. Ross as part of the Consideration for Said deed. then the Said

Mortgage was to be Void,

The plaintiff Says that by assuming the payment of the Notes herein as part Consideration for the Conveyance of Said land, the Said Amanda, Ross, and Lycurgus Ross have become liable to the Plaintiff for the Same.

This plaintiff Says that the Note and Mortgage held by the Said Edna Bruce, as administratrix of Said Carrie O. Knox were Executed Subsequent to the Execution and record of the Note and Mortgage Executed to the plaintiff, and while the Said Edna only had title thereto in her trust as Such Administratrix She assigned and delivered the Same to the plaintiff for a full Consideration paid her in Such trust Capacity, and Said Estate has had full payment therefor, and the plaintiff is Entitled to be reimbursed out of the proceeds of the Sale of Said lands, and the Said Edna Bruce is Made party hereto in her Capacity as Such administratrix and required to answer, of any objection She May have to the payment of the Said Note to the plaintiff from the proceeds of Said land,

The plaintiff prays that She May have judgment against the Said Nathan M. Graham, Amanda M. Ross, and Lycurgus Ross, for the Sum of One Hundred and Twenty Five Dollars, with 8. per Cent interest payable annually, from the 8th day of November, 1895, and for the Sum of One Hundred Dollars, with 8. per Cent interest from the 15th day of April, 1896, with 8. per Cent on the unpaid annual installments of interest, and that the Said Mortgage Executed to her May be foreclosed, and the Said premises Ordered to be Sold free of all dower, and that the proceeds of Said Sale May be applied to the payment of the Money due the plaintiff as herein Set forth, and for all Such other and further relief as the Nature of the the Case May require

Cameron & Cameron Attorneys
for Plaintiff

The State of Ohio Union County, SS.

J Le Cameron being first duly Sworn, Says that he is one of the Attorneys for the plaintiff duly authorized in the premises, that the Said plaintiff is absent from the Said County of Union, and that the affiant believes the facts Stated in the Petition to be true, that the writen instrument upon which Said action is founded, are in the possesion of the affiant.

J. Le Cameron,

Sworn to before Me, and Signed in My presence, this 11th day of March, 1899,

(Seal) J M Gosnell Clerk of Court

Exhibit "A"

Copy of Note Exhibit "A"

$125.00 Springfield O. Nov 8th 1893.

Two years after date I promise to pay to the Order of Mrs S. E Owen, One Hundred and Twenty Five Dollars with interest at 8% per annum from date Interest to be paid annually: Value Received. Nathan Graham

Exhibit "B"

Copy of Note Exhibit "B"

$100.00 Springfield O April 15th 1895.

One year after date, I promise to pay to the Order of Carrie O Knox One Hundred Dollars, with interest at 8% per annum from date. Interest to be paid annually. Unpaid interest to draw interest at 8%.

Value Received

Nathan M. Graham

No 7659
Receipt

No 7659
Summons

No 7659
Return on Summons.

Indorsments on the first Note Exhibit "A" are as follows:- Received interest on this for 94. Received interest for 95 on this from 94."

Indorsment on Second Note Exhib "B" I herewith assign to Mrs S.E. Owen
Mrs Edna Bruce Admrx

March 11th 1899: The following Precipe was filed in the Clerk of Courts Office

No 7659
Precipe

To-wit:

To the Clerk

Issue Summons directed to the Sheriff of Union County for the defendants Amanda Ross and Leyenguo Ross, and to the Sheriff of Clark County Ohio for Nathan M. Graham and Sarah A. Graham. Endorse Judgment asked for $290.00 Foreclosure of Mortgage and Equitable relief

Cameron & Cameron attys for Plaintiff

March 11th 1899. Summons is issued to the Sheriff of Clark County Ohio in the above Entitled case. To-wit.

No 7659
Summons

The State of Ohio, Union County ss. } Summons.

To the Sheriff of Clark County.

You are hereby Commanded to Notify Nathan M. Graham and Sarah A. Graham that they have been Sued by Sarah E. Owen in the Court of Common Pleas of Union County, and Must answer by the 4th day of April A.D. 1899, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will Make due return of this Summons, on the 20th day of March, A.D. 1899.

Witness My hand and the Seal of said Court this 11th day of March, A.D. 1899.

(Seal) J. N. Gorrell, Clerk

March 20th 1899. The following return was Made on above Summons by the Sheriff of Clark County, Ohio.

No 7659
Return on Summons.

The State of Ohio, Clark County ss. } Sheriffs Return

Received this writ March 18th A.D. 1899 at 8. O' Clock A.M. and Served Same by leaving a true and certified Copy of this Writ with all the Endorsments thereon for the within named defendant, Nathan M. Graham, at his usual place of residence. The within named defendant Sarah A. Graham not found in My County.

Thomas Shoemaker Sheriff of Clark Co O.
By John O Sheets Deputy

| | | |
|---|---|---|
| Sheriffs Fees | $ | cts |
| Service & Return | | 50 |
| Mileage | | 32 |
| Copy | | 50 |
| Doc & Rec | | 25 |
| Total | $ 1 | 57 |

Fees paid by J. & Cameron.

No. 7659 Summons

March 11th 1899 the following Summons was issued To-wit

The State of Ohio } Summons
Union County ss } To the Sheriff Comty

You are hereby, Commanded to Notify Edna Bruce, Administratrix of Carrie Foy, that She has been Sued by Sarah E. Owens, in the Court of Common Pleas of Union County, and Must answer by the 8th day of April A.D. 1899, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 20th day of March A.D. 1899

Witness My hand and the Seal of Said Court this 11th day of March A.D. 1899.

J N. Gorrell Clerk.

(Seal)

No 7659 Waiver

April 1st 1899, the above Summons returned with the following Waiver attached

Service of the within Summons is Waived, and I Enter My appearance to the above action. This 30th day of March 1899.

Mrs Edna Bruce admrx

No 7659 Summons

March 11th 1899. The following Summons was issued and delivered to the Sheriff of Union County, Ohio, To-wit:

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

You are hereby, Commanded to Notify Amanda Ross, and Leycurgus Ross, that they have been Sued by Sarah E. Owens, in the Court of Common Pleas of Union County and Must answer by the 8th day of April A.D. 1899, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will Make due return of this Summons on the 20th day of March, A.D. 1899.

Witness My hand and the Seal of Said Court this 11th day of March A.D. 1899.

(Seal)

J N. Gorrell Clerk

No 7659 Sheriffs Return on Summons

March 16th 1899, the above Summons was returned by the Sheriff of Union County, Ohio, endorsed as follows to Wit:

Sheriffs Return

The State of Ohio } ss
Union County }

Received this writ March 15th A.D. 1899, at 8. O'clock A.M. and Served Same by delivering a true and certified Copy of this writ, with all of the Endorsements thereon to Amanda, Ross personally, to Leycurgus, Ross by leaving a Copy at his usual place of Residence on March 15th 1899.

| Sheriffs Fees, | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | 2 | 56 |
| Copies | | 30 |
| Total, | $ 3 | 51 |

J Ed Robinson
Sheriff.

No 7659 Entry

No 7659
Entry

April 10th 1899. the following Entry was filed in the Clerks Office. To-Wit:

Sarah E. Owens. Plaintiff
vs
Nathan M. Graham et. al.
Defendants

No. 7659.

This cause now coming on for hearing, was submitted to the Court upon the petition and the evidence. On Consideration Whereof the Court being fully advised in the premises finds that Said Sarah A. Graham, died before the Commencement of this action and that Each of the other defendants has been duly Served with Summons, hereof, and that they each of them are in default for answer and demurer, and that the allegations of the petition are thereby confessed by them to be true.

The Court further finds from the Evidence that the Notes and Mortgage in the petition described were executed as Stated in the petition and that the Said Amanda M. Ross, and Leycurgus Ross, assumed the payment of Said Notes as Stated in the petition, and upon the Consideration therein Set forth.

The Court further find that there is due to the plaintiff from the defendants Nathan M. Graham, Amanda M. Ross, and Leycurgus Ross by reason of the Notes and part Set forth in the petition the Sum of Two Hundred and Eighty Seven Dollars and Sixty five cents, ($287 65) which Sum includes the interest to the first day of this Term of Court.

The Court further find that in order to Secure the payment of Said notes the Said Nathan M. Graham Executed and delivered the Mortgage in the petition described and upon the premises therein described, and that Said Mortgage was recorded as Stated in the petition and the same are good and valid liens upon the premises described in the petition, and that the conditions Contained in Said Mortgages have been broken.

The Court find that Subsequent to its Execution and record of Said Mortgages Said Nathan M. Graham Conveyed his Equity of redemption in Said premises to Said Amanda M Ross, and that in Consideration thereof She and her Said husband assumed and agreed to pay the Notes in the petition described.

The Court further find that the said Edna Bruce is the qualified Administratrix of Said Carrie O. Knox "deceased" and that as Such She received from the plaintiff the full Consideration for the Note in the third Cause of action described, and that She duly and legally assigned Said Note and the Said Mortgage given to Secure the Same, to the plaintiff, and that the plaintiff is entitled to the Money due thereon.

It is therefore Considered by the Court that the plaintiff recover from the defendants Nathan M. Graham, Amanda M. Ross and Leycurgus Ross, the Said Sum of Two Hundred and Eighty Seven, and 65/100 ($287 65) and his Costs herein Expended

And it is further adjudged and decreed that Unless the Said defendants Nathan M. Graham, Amanda Ross and Leycurgus Ross, or either of them, Shall within three days from the Entry of this decree pay or Cause to be paid to the Clerk of this Court, the Cost of this Case, and to the plaintiff herein the Sum found due as aforesaid, With interest at 6% from the first day of this Term, the defendants Equity of redemption be foreclosed and Said premises be Sold, and that an Order of Sale issue therefor to the Sheriff of Union County, Ohio, directing him to Appraise, advertise and Sell

said premises as upon Execution and report his proceedings to this Court for further orders.

April 15th 1899. The following Precipe for order of Sale was filed in the office of the Clerk of Court. To-wit:

No 7659 Precipe for Order of Sale

Sarah E. Owens Plaintiff
vs
Nathan M. Graham et.al Defendants

Court of Common Pleas: Union County "Ohio"

Marysville April 15th 1899.

To the Clerk of Said Court,

Issue Execution and Order of Sale in the above case returnable according to law

Cameron & Cameron Attorneys for Plaintiff

April 15th 1899. The following Order of Sale was issued and delivered to the Sheriff of Union County Ohio. To-wit:

No 7659 Order of Sale

The State of Ohio
Union County ss

Order of Sale

To the Sheriff of Said County Greeting:

Whereas at a Court of Common Pleas Holden at the Court House in Marysville in Said County of Union, on the 10th day of April, 1899, Sarah E. Owens Obtained a Judgment and Decree against Nathan M. Graham, Amanda Ross and Lycurgus Ross for the Sum of Two Hundred and Eighty Seven and 65/100 Dollars and Costs of Suit.

And Whereas it was then and there by Said Court Ordered, adjudged, and decreed that the Said Nathan Graham, Amanda Ross, and Lycurgus Ross, within three days from the 10th day of April A.D. 1899, pay Unto the Said Sarah E Owens the Said Sum of Two Hundred and Eighty Seven and 65/100 Dollars, with interest from the 10th day of April 1899, and Costs aforesaid, and on default to pay the same that an order of Sale issue to the Sheriff of Said County Commanding him to proceed, according to the Statute regulating Judgments and Executions at law to Sale the Real Estate described in the plaintiffs petition &c. And Whereas the three days aforesaid have fully Expired and the Said Sum of Two Hundred and Eighty Seven and 65/100 Dollars, and Costs aforesaid have Not been paid, or any part thereof, as appears of Record.

We therefor Command you that you proceed without delay to appraise, advertise and Sell according to the Statute regulating Judgments and Executions at law, the following lands and tenements Situate in Union County Ohio, and in the Village of Richwood:- Being Lot Numbered 586, and 17 feet off the East Side of Lot Numbered 587 in Said Village of Richwood, as the same is Shown on the recorded plat thereof

We therefore Command you, that you proceed to Carry Said order, Judgment and decree into Execution agreeable to the Tenor thereof, and that you Expose to Sale the above described Real Estate under the Statute regulating Sales on Execution and that you apply the proceeds of Such Sale in Satisfaction of Said Judgment and decree, With Costs and interest, as Specified therein.

No 7659 Return on Order of Sale.

No 7659 Sheriff Sale Publication

and that you Make report of your proceedings herein, to our Court of Common Pleas Within Sixty days from the date hereof, and bring this order with you.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 15th day of April A.D. 1899.

(Seal)

J N Gosnell Clerk

May. 20th 1899. The following Return was made on the above order of Sale by the Sheriff of Union County "Ohio"

No 7659
Return on order of Sale.

The State of Ohio
Union County ss

## Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum. Appraisers | 1 | 00 |
| Swearing Appraisers | | 25 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | 2 | 56 |
| Poundage | 3 | 55 |
| Return | | 25 |
| Revenue | | 50 |
| Total | $ 9 | 61 |
| Appraisers Fees | 3 | 00 |
| Printers Fees | 11 | 00 |

In obedience to the command of the Order of Sale hereto annexed, I did on the 19th day of April 1899, Summons, Robt Smith & E. Moore and Edward B. Fraun, Three disinterested freeholders residents of Said County, Who were by me duly Sworn to impartially appraise the lands and Tenements therein described, upon actual View, and afterward, on the 19th day of April. A.D. 1899, Said Appraisers returned to me, Under their hands and Seals, that they did, upon actual View of the premises, estimate, and appraise the real Value in Money of the Same at Five Hundred Dollars; - A certified copy of Said Appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County: And on the 20th day of April 1899, I caused to be advertised in the Richwood Gazette (a newspaper printed and published, and of general Circulation in Union County) Said lands and Tenements to be Sold at Public Sale, at the door of the Court House of Said County, on the 20th day of May A.D. 1899, 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 20th day of May A.D. 1899, at the time and place above Mentioned, proceed to offer Said lands and Tenements at public Sale, and then and there came Lola M. Sifle, who bid for the Same the Sum of three Hundred and Fifty five Dollars, and Said Sum being more than two-thirds of the appraised Value thereof, and Said Lola M Sifle being the highest and best bidder therefor, I then and there publicly Sold and Struck of Said lands and Tenements to her, for Said Sum of Three Hundred and Fifty five Dollars.

J. Ed Robinson Sheriff.

May 22nd 1899. The following Publication of Sheriff Sale and Proof of Publication was filed in the Clerks office To-Wit:

No 7659
Sheriff Sale
Publication

Sarah E. Owens
vs
Nathan Graham et al.

Cameron & Cameron Attorneys
On order of Sale.

Court of Common Pleas, Union County, O.

By Virtue of the above Stated Writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for

Sale at the North door of the Court House in Marysville, Ohio, on Saturday May 20th 1899, at or about the hour of one o'clock P.M. on said day, the following described real Estate, To-wit Situated in the Township of Claibourne, County of Union, and State of Ohio, and in the Village of Richwood, being Lot No 586, and 17 feet off the East Side of Lot No. 587, in said Village of Richwood, as the same is shown on the recorded plat Thereof.

Said Lot No 586, and part of Lot No. 587 is bounded on the South and fronting on Ottawa Street, on the East by Fulton Street on the North by lands of D. H Parsons on the West by the N.Y.P.& O.R.R.

Appraised at $500.00

Terms of Sale Cash

J Ed Robinson
Sheriff of Union County Ohio

Apr. 20. 99. 5w

Proof of Publication.

State of Ohio Union County SS:

I Geo W. Worden, publisher of the Richwood Gazette being duly Sworn Say that the Notice hereto attached, Was published in the Gazette on the 20th day of April 1899, and Continued therein 5. Consecutive times during all of which time Said Newspaper was printed and in general Circulation in Said County.

G.W. Worden.

Sworn to and Subscribed before Me this 20th day of May, 1899

Henry V. Spicer
Notary Public

Printers Fees $11.00

(Seal)

No 7676 Petition

No 7655 Entry

June 19th 1899. The following entry Confirming Sale filed. To-wit:

Sarah E. Owens, Plaintiff
vs
Nathan Graham, Et al.
Defendants

In the Court of Common Pleas of Union County Ohio

Entry Confirming Sale, &c.

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 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 Lola M. Sifle, by deed, according to law, the property So. Sold, and the Said purchaser is hereby Subrogated to all the rights of the Said lien-holders, in the 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.

And the Court coming now to distribute the proceeds of Said Sale, amounting to $355.00 it is ordered that the Sheriff, out of the Money in his hands pay 1 Cent, To the Treasurer of this County The Taxes, penalty and interest

against said property. To-Wit: the Sum of $ 11.00
"Second; The costs of this action Taxed at $ 42.78
"Thirdly. To the plaintiff. Sarah E. Brown the amount hereto fore found due her, with interest. To-Wit. the Sum of $ 292.11
And that the said Sheriff hold the balance of the proceeds of said Sale if any until further order of this Court,

Attest J N Garnell Clerk

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, of the Term of April, To-wit on the 19th day of June in the year of our Lord, One Thousand Eight Hundred and Ninety Nine

Be it remembered that heretofore, To-Wit: on the 17th day of May A.D. 1899 The Trustees of the Presbyterian Church of Marysville Ohio filed in the Clerks office of the said Court of Common Pleas, the following Petition To-wit:

No 7676
Petition

In the Matter of the Application
of
The Presbyterian Church of Marysville Ohio, by its Trustees, Robert M. Robinson Samuel L. Church, C. F. Leonty and William J. Snodgrass, for Sale of Real Estate

Court of Common Pleas, Union County, Ohio.

Petition To Sell Real Estate

Your Petitioners Most Respectfully Represent;

That they are the Trustees of the First Presbyterian Church of Marysville, Union County, Ohio, duly elected and qualified as Such.

That the said First Presbyterian Church of Marysville, Ohio is a religious Society duly incorporated under the laws of Ohio.

That as Such religious Society, the said First Presbyterian Church is the owner, holder and by its trustees in possession of the following described real Estate, To-wit: = Situate in the Village of Marysville Union County, Ohio. and being parts of lots Number Two Hundred and fifteen (215) and Two Hundred and Sixteen (216) and bounded and described as follows,

"Beginning at an iron rod at the South-West corner of L. E. Bellows lot and in the East line of Main Street; Thence with the South line of said lot South 85 deg. E. 132 feet to an iron rod in the West line of an alley; Thence with the West line of said alley, S. 5. deg. W. Seventy (70) feet to an iron rod; Thence N. 85. degrees, West 132. feet to an iron rod in the East line of Main Street; Thence with the East line of said Street N. 5. degrees, E. Seventy feet to the Beginning

That at a Meeting of the Congregation of said First Presbyterian Church, held at the place of holding Meetings of said Congregation, after due Notice

of Such Meeting had been, a resolution was offered and by Said Meeting unanimously passed directing and authorizing the Trustees, them being, to Sell, and the said Trustees were and are by Said resolution directed and fully authorized to make the Sale of the Said real estate hereinbefore described at private Sale.

The Said Congregation at a time previous to this bought a parsonage for the use of the Said Congregation and thereby incured a debt.

The object and purpose of the Sale herein proposed to be made by Said Trustees for Said Congregation, is to pay off the balance of Said debt so incured by the purchase of Said parsonage.

Your petitioners therefore pray that they may be authorized by this Court to Sell the Said premises herein before described, at private Sale, for the objects and purposes herein before set forth, and for all proper relief in the premises.

L. Piper Attorney for Petitioners.

No 7676. Entry.

State of Ohio, Union County ss;

Charles F Leenty one of the Petitioners being duly Sworn according to law. Says the facts Stated and the allegations in the foregoing petition are as he verily believes true.

Chas. F Leenty.

Sworn to before Me Chas F Leenty and by him Subscribed in my presence. this 16th day of May, 1899,

(Seal)

Burnham C. Bales Notary Public in and for Union Co Ohio

No 7676 Legal Notice and its Proof

June 19th 1899, The following Legal Notice, an Application to Sell real Estate and it Proof of Publication was filed in the Clerks Office. To-Wit;

Legal Notice Of Application to Sell Real Estate.

L. Piper Attorney.

Notice is hereby given that Robert N. Robinson, Samuel L Church, C. F Leenty and William G. Snodgrass, Trustees of the First Presbyterian Church of Marysville Ohio have filed their petition in the Common Pleas Court of Union County, Ohio, praying authority, and an order directing the Sale of the following described premises, at private Sale. To-Wit;= Situated in Village of Marysville in the County of Union, and State of Ohio, and being parts of In-lots Numbers Two hundred and fifteen (215) and two hundred and Sixteen (216) and bounded and described as follows.

Beginning at an iron rod at the Southwest Corner of L. E. Bellers, lot and in the East line of Main Street; Thence with the South line of Said lot South 85 degrees, East one hundred and thirty-two (132) feet to an iron rod in the West line of an alley. Thence with the West line of Said alley South 5 degrees, West Seventy (70) feet to an iron rod; Thence North 85 degrees, West, one hundred and thirty-two (132) feet to an iron rod in the East line of Main Street; Thence with the East line of Said Street North 5 degrees, East Seventy (70) feet to the beginning.

No 7674 Order of Sale

Said petition will be for hearing on the 17th day of June A.D. 1899,

May 17th 1899, A.W.

L. Piper Attorney for Petitioner

The State of Ohio Union County, ss:

The Undersigned being duly Sworn, Says that a copy of the annexed Notice was published for 4 Consecutive weeks in The Marysville Tribune a Newspaper of General Circulation in the County of Union, the first publication beginning with May 17th 1899.

W. O. Shearer.

Sworn to and Subscribed before me this 19th day of June, 1899.

Printers Fees $ 11.50

J. McConnell Clerk

No 7676. Entry.

June 19th 1899. The following Entry was filed in the Clerks office To-wit:

In the Matter of the Application of The Presbyterian Church of Marysville Ohio by its Trustees Robert N. Robinson, Samuel L. Church, C. F. Leenty, and William G. Snodgrass, for the Sale of Real Estate

Court of Common Pleas, Union County Ohio

Petition to Sell Land

Entry

This day this cause came on to be heard upon the petition of the Trustees of the said Presbyterian Church of Marysville, Ohio, and the same was submitted to the Court on the petition and the evidence.

On consideration whereof the Court find the sale of the premises prayed for in the said petition appears upon the hearing hereof, to be desired by the Members of said Church, and that authority should be given to accomplish the same,

It is therefore by the Court ordered, and decreed, that said Trustees of said Church be and they are hereby authorized and empowered to cause the appraisement and Make the sale of the premises in the petition described at private sale as asked for in the said petition or, at not less than the appraised value of the same,

It is further ordered that the terms of said sale may be either cash in hand or in payments at the option of said Trustees

If payments be made, the last payment not to be beyond two years from the day of sale, and cash payment shall not be less than one third the proceeds of said sale,

All deferred payments to be secured to the satisfaction of said Trustees, and shall bear interest at the rate of six per cent per annum.

Appraisement. Done

No 7674 Order of Sale

June 19th 1899. The following Order of Appraisement and Sale of Real Estate was issued by the Clerk of Court To-Wit

The State of Ohio, Union County ss

Court of Common Pleas

To. Robert N. Robinson, Samuel L. Church, C. F. Leenty and William G. Snodgrass Trustees of the Presbyterian Church of Marysville Ohio.

"Whereas, at a Term of the Court of Common Pleas, in and for said County, on the 18th day of June, A.D. 1899, in the cause of the application of the Presbyterian Church of Marysville Ohio, it was ordered, adjudged and decreed, as follows, To-Wit:

This day this cause came on to be heard upon the petition of the Trustees of the said Presbyterian Church of Marysville Ohio, and the same was submitted to the Court on the petition and the Evidence

On consideration whereof the Court find the sale of the premises prayed for in the said petition appears upon the hearing hereof to be desired by the Members of said Church, and that authority should be given to accomplish the same

It is therefore by the Court Ordered and decreed, that said Trustees of said Church be and they are hereby authorized and empowered to cause the appraisment and make the sale of the premises in the petition described, at Private Sale as asked for in the said Petition at not less than the Appraised Value of the same

Situate in the Village of Marysville, Union County Ohio, and being parts of Lots Nos 215 & 216 and bounded and described as follows: Beginning at an iron rod at the Southwest corner of L. E. Bellers lot and in the East line of Main Street: thence with the South line of said lot South 85° E. 132 feet to an iron rod in the west line of of an alley: thence with the West line of said alley S. 5° W. 70 feet to an iron rod. Thence N. 85° W. 132 feet to an iron rod in the East line of said Street N. 5° E. 70 feet to the beginning.

We therefore Command you, That you proceed to Carry Said Order, Judgment and decree into Execution, and that you make a 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 19th day of June, A.D. 1899.

J N Gasnell Clerk

By. Jno. A. Gosnell Deputy Clerk,

---

No 7674 Return of Appraisers

June, 20th 1899. The following return on order of Sale was made by the Appraisers To-wit:

The State of Ohio
Union County ss

Return

No 7674 Entry

On the 20th day of June A.D. 1899, before me personally appeared H. W. Morey, R. M. Henderson, and G. W. Court Within Named and Made Solemn Oath that they would upon actual View honestly and impartially appraise the real Estate of the Presbyterian Church of Marysville Ohio in pursuance of the foregoing Order.

H. W. Morey
R. M. Henderson } Appraisers.
G. W. Court

Sworn to and Subscribed, before me this 20th day of June A.D. 1899.

E. W. Porter Notary Public
Union County Ohio.

Seal

In Obedience to the foregoing order, after first being duly Sworn, and upon actual View of Said premises, in the foregoing order described, we the Undersigned Appraisers, Estimate the Value of Said real Estate at Eight Hundred Dollars. June 20th 1899.

H W. Mong
R M. Henderson } Appraisers.
G. W. Court

Report of Sale.

Received this Order on the 19th day of June, 1899, and according to the Command thereof we on the 20th day of June A.D. 1899, Sold the real Estate therein described (the same having been before that appraised as required by law, and the order of the Court, at Private Sale to Josephine C. Snodgrass, Said Sale being to the highest bidder, and Said Sum being not less than the Appraised Value of Said real Estate.

Given Under our hands this 20th day of June A.D. 1899.

Chas F. Leenty, one of the Trustees of 1st Presbyterian Church of Marysville Ohio.

Affidavit When Sold at Private Sale.

The State of Ohio
Union County } ss

The above Named Charles F. Leenty one of the Trustees of 1st Presbyterian Church of Marysville Ohio, being first duly Sworn, Says that the private Sale Stated in the foregoing report of Sale of the Real Estate in the foregoing order described, we made after diligent endeavor to obtain the best price for the property so Sold, and that the Sale reported is for the highest price that could be obtained for the property.

Chas F. Leenty.

Sworn to before Me, and Signed in my presence this 20th day of June, 1899.

J. C. Kennedy.
Notary Public.

(Seal)

No 7676 Entry

June 20th 1899. The following Entry was filed in the Clerks Office. To-wit:

In the Matter of the Application of The Presbyterian Church of Marysville Ohio. To Sell Real Estate &c &c } Entry confirming Appraisment and Sale.

This day this Cause on for hearing on Motion of the Trustees of Said Presbyterian Church, to Confirm the Appraisement and Sale of the premises heretofore Made herein, and the Court, having examined the Said proceedings and Sale find that the Same have in all respects been Conducted according to law, and the former order of this Court.

It is therefore Considered, Ordered and Adjudged by the Court, here that the Said Appraisment and Sale of the premises in the petition, and the Same is hereby Approved and Confirmed, and the Said Trustees are hereby ordered

to Make, Execute and deliver to the purchaser, Josephine C. Snodgrass, a good and sufficient deed for said premises.

And it is further by the Court ordered, that out of the proceeds of said Sale the said Trustees pay.

First - The Costs in this cause incured. Taxed to $

Second - That the balance of said proceeds be applied to the payment of the indebtedness of the said Presbyterian Church.

Approved Dec 9 J. L Peper Attorney for Trustees

Attest J. M. Connell Clerk

---

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable, Duncan Dow, Judge of said Court of the Term of April, To-wit: on the 3rd day of May in the year of our Lord One Thousand Eight Hundred and Ninty Nine

Be it remembered that heretofore, to-wit: on the 22nd day of February A.D. 1899, R.W. Connell filed in the Clerks office of the said Court of Common Pleas, the following Petition against, David D. Wurtsbaugh, et al, To-wit:

No 7646
Petition

R.W. Connell - Plaintiff
vs
David D. Wurtsbaugh and
Ella Wurtsbaugh, = Defendants.

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

Petition

The plaintiff Says: That on April 10th 1884, he obtained a judgment against said defendants by the consideration of Asa Langstaff a Justice of the Peace for Claibourne Township Union County, Ohio, for the Sum of Twenty Six and 53/100 Dollars debt and Four and 16/100 Dollars costs of Suit which were then paid by Plaintiff

On May 28th 1884, Plaintiff filed a Transcript of said judgment with the Clerk of this Court for the purpose of obtaining a lien on defendants real Estate. On May 10, 1887, an Execution issued out of this Court on said Transcript and Judgment, and again on June 15th 1889, The interest costs on said Judgment are $ Said Judgment has become dormant by reason of No Execution having issued therein within five years from said June 15th 1889, Said Judgment has never been Satisfied in Whole or in part, and there is Still due and remaining Unpaid Upon Said Judgment from said defendants to Said Plaintiff the Sum of Twenty Six and 53/100 Dollars debt with Six per cent interest from April 10th 1884, and costs paid by Plaintiff, Four and 16/100 Dollars with Six per cent interest from April 10th 1884, and $ moore costs

Plaintiff therefore prays that Said Judgment may be revived, and for all other proper relief in the Premises

John M. Kedrick Attorney
for Plaintiff

No 7646
Legal notice
and its Proof

a good and

aid Sale the Said

of the indebt-

Trustees

rithin and for
Common Pleas
Said Court
n of our Lord

of February
t of Common
Wit:

nion County
Ohio.

th 1884, he
of Asa
unty, Ohio.
Dollars Costs

ent with the
dants real
Said Transcript
on Said
t by reason
Said June
in part, and
from Said
ars debt with
laintiff. Four
& interest

d. and for

ick Attorney
Plaintiff

The State of Ohio
County of Union } ss

John M. Brodrick being Sworn Makes Oath that Said Plaintiff is a Non-Resident of Said Union County, Ohio. That affiant is the duly authorized Attorney for Said Plaintiff, and that the facts Stated in the foregoing Petition as to affiant believes true.

John M. Brodrick.

Sworn to by Said John M. Brodrick before me and Signed by him in my presence this 22nd day of February 1899

J. M. Gosnell
Clerk of Court.

The State of Ohio
County of Union } ss

John M. Brodrick being Sworn makes oath that he is the duly authorized attorney for Said Plaintiff herein. That Said Defendant, David D. Murtsbaugh is a Non-resident of Said State of Ohio, and that Service of Conditional Order of revivor herein can not be Made Upon him in Said State of Ohio, and that this is an action in which Service by Publication May be Made as provided by Statute.

John M. Brodrick.

Sworn to by Said John M. Brodrick before me and Signed by him in my presence this 22nd day of February, 1899.

J. M. Gosnell Clerk of Court.

No 7646
Legal Notice and its Proof

April 10th 1899. The following Legal Notice and its Proof of Publication was filed in the Clerks office, To-wit:

R. W. Connell
ss
David D. Murtsbaugh et al } In the Court of Common Pleas, of Union County, Ohio.

The defendant, David D. Murtsbaugh, residing at Newport, State of Tennessee, Will take Notice that a conditional order of revivor of the Judgment rendered in favor of the above named plaintiff, and against the above named defendant, by Asa Langstaff, a Justice of the Peace for Claiborne Township, Union County, Ohio, on April 10th 1884, for $ 26.33 with Costs and interest has been Made by the Court of Common Pleas of Union County, Ohio, a Transcript of said Judgment having been filed therein on May 28th 1884, and that unless he Show cause to the Contrary on or before April 24th 1899, Said Judgment will Stand revived against him

John M. Brodrick, Attorney for Plaintiff

The State of Ohio
Union County } ss Proof of Publication

The Undersigned, being duly Sworn, says that a copy of the annexed Notice was published for Six Consecutive Weeks in the Union County Journal, a newspaper of General circulation in the County of Union, Said publication beginning with March 21st 1899.

A. J. Hare.

Sworn to and Subscribed before Me this 10th day of April 1899

J. M. Gosnell Clerk

Printers fee $11.00

No 7646 Precipe

February. 28th 1899. The following Precipe was filed in the Clerks office To-wit.

R W Connell, Plaintiff
Vs
David D. Wurtsbaugh et al,
Defendants

In Com Common Pleas

To Clerk: Issue conditional order of revivor of Judgment in the above entitled case to Sheriff Union Co. returnable according to law. for Ella Wurtsbaugh - Endorse revivor of Judgt. Conditional order Made,
John M. Brodrick Attorney for Plaintiff

No 7646 Entry

No. 7646 Conditional order of Revivor.

March 2nd 1899. The following Conditional order of Revivor issued to the Judgment Defendant, and delivered to Sheriff of Union County Ohio. To-wit.

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

No 7646 Order of Revivor.

Whereas. In the case of R. W. Connell against David D. Wurtsbaugh, and Ella Wurtsbaugh, 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 following Motion of Said Plaintiff R. W. Connell, and it being Made to appear to the Court that the Said Judgment herein has become and is dormant and that there is Still due thereon the Sum of Twenty Six and 55/100 Dollars, and Six and 05/100 Dollars Costs, with interest from the 10th day of April A.D. 1899. It is therefore ordered that Said David D. Wurtsbaugh et. al. be and they are hereby ordered to Show Cause why the Said judgment for Said Sums of Money Should Not be revived on or before the 24th day of April A.D. 1899, and in default of Such Showing that Said Judgment to Stand revived for Said Sums of Money.

You are hereby Commanded to Serve this writ upon the Said, David D. Wurtsbaugh, and Ella Wurtsbaugh, who are required to answer unto the Same by the 24th day of April 1899 and Make return of the Same on the 24th day of April A.D. 1899,

Witness my hand and the Seal of Said Court this 28th day of February A.D. 1899,

J N Gosnell Clerk.

No 7646 Return of Sheriff

March 2nd 1899. The following return was made on the above Conditional order for revivor of Judgment To-Wit.

Sheriffs Return

The State of Ohio
Union County ss

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Mileage | 2 | 34 |
| Copy | | 15 |
| Return | | 25 |
| Total | $3 | 21 |

Received this writ February 28th A.D. 1899, at 3. O'clock P.M. and pursuant to its Command served the Same by delivering a true and certified Copy of this writ with all of the Endorsements thereon to Ella Wurtsbaugh personally on March 1st 1899.

J Ed Robinson Sheriff
By Allen Haines. Deputy.

No 7646
Entry

Feb. 22nd 1899. The following Entry was filed in the clerks. office. To-wit:

R W. Connell
vs
David D. Muntsbaugh. et al

Entry

Now comes the Plaintiff and on his Motion. and it appearing to the Court. that the Judgment heretofore rendered as set forth in plaintiffs Petition herein for the Sum of $26$^{53}$ with interest and Costs. has become dormant by lease of time and Still remains wholly unpaid. it is ordered that Said judgment be revived unless Sufficient Cause be Shown. against the Same Within days after the Service of this order upon the Said defendants,

And it appearing to the Court that the Said defendant David D. Muntsbaugh is a non resident of Said State of Ohio it is ordered that Service by Publication be Made Upon him as provided by Statute,

Brodrick for Plaintiff.

No 7646
Order of Revivor.

May. 8rd 1899. The following Order of Revivor was filed in the Clerks Office. To-wit:

R W. Connell, Plaintiff
vs
David D. Muntsbaugh and
Ella Muntsbaugh; Defendants

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 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 Fifty Seven 94/100 Dollars and Twenty Seven and 84/100 Dollars Costs. with interest at the rate of Six per cent per annum be. and the Same doth Stand revived. against the Said. David D. Muntsbaugh. and Ella Muntsbaugh. and every of them; and that the Plaintiff recover against them. jointly and Severally. his Costs in and about this proceeding of revivor. incurred and Expended. Taxed at Dollars

Brodrick

Attest J N Connell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan. Dow. Judge of Said Court of the Term of April. To-Wit. on the 3rd day of May. in the year of Our Lord. One Thousand Eight Hundred and Ninety Nine

Be it remembered that heretofore To-Wit. on the 22nd day of February A.D. 1899. William Bugner & Son filed in the Clerks office of the Said Court of Common Pleas, the following Petition against David Wintsbaugh. To-Wit.

No 7647 Petition

William. Bugner. & Son
Plaintiff.
Vs
David. Wintsbaugh.
Defendant

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

Petition.

The Plaintiff Says. That it is a Partnership doing business in the State of Ohio under the firm name of William. Bugner & Son.

That on October 14th 1889. Plaintiff obtained a Judgment against defendant. by the Consideration of J. L. Jolliff a Justice of the Peace for Claibourne Township Union County. Ohio. for the Sum of Thirteen and 80/100 Dollars. debt and Two and 50/100 Dollars Cost. Which were then paid by Said Plaintiff.

On November. 9th 1889. Plaintiff filed a Transcript of Said Judgment with the Clerk of this Court, for the purpose of obtaining a lien on defendants Real Estate.

On November 12th 1889. an Execution issued out of this Court on Said Transcript and Judgment. The increase Costs are $3.01.

Said Judgment has become dormant by reason of No Execution having issued thereon within five years from Said. November 12th 1889. Said Judgment has never been Satisfied in whole or in part. and there is Still remaining due thereon from Said defendant to Said Plaintiff on Said Judgment the Sum of Thirteen and 80/100 Dollars debt and Two and 50/100 Dollars Costs paid by Plaintiff. with Six per. cent interest thereon from October 14th 1889. and $3.01 increase Costs paid by Plaintiff with Six per Cent interest thereon from November. 12th 1889.

Plaintiff therefore prays that Said Judgment may be revived. and for all proper relief in the premises.

John M. Brodrick Attorney for. Plaintiff.

The State of Ohio
County of Union ss

John M. Brodrick being Sworn makes oath that he is the duly authorized Attorney for Said Plaintiff. That the facts herein Stated are within the personal knowledge of affiant as appearing upon the records of this Court. 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 22nd day of. February. 1899.

Seal

J. N. Gasnell
Clerk of Court.

No 7647 affidavit for Publication

No 7647 Entry

No 7647 Legal Notice and its proof of Publication

...Within and for
...Common Pleas
...said Court of the
...Coord. One

...of February
...said Court
...Co-wit.

...County. Ohio.

...ff doing
...n, Burgner & Son,
...t against
...ace for Claibourne
...dollars. debt
...ff
...judgment.
...defendants

...icuit on said

...cution having
...id judgment
...maining due
...the sum of
...laintiff. with
...ne costs paid
...e 1889.
...d. and for

...Plaintiff.

...that he is
...rein Stated
...the records of
...so affiant

...rodrick.

...signed by him

...ll
...e of Court.

No 7647
affidavit for
Publication

The State of Ohio
County of Union

John M. Brodrick being Sworn makes oath that he is the duly authorized Attorney for said Plaintiff

That said defendant is a non-resident of said State of Ohio. and that Service of Summons can not be Made Upon him in said State of Ohio, and that this action is one wherein Service by Publication May be Made, Under the Statute of the State of Ohio,

John M. Brodrick.

Sworn to by Said John M. Brodrick before Me. and Signed by him in my presence this 22nd day of February. 1899.

(Seal)

J. M. Gosnell Clerk of Court

No 7647
Entry

February 22nd 1899. The following Entry was filed in the Clerks office. Co-wit.

William Burgner & Son.
VS
David Wurtsbaugh.

Now Comes the Plaintiff herein and on its Motion, and it appearing to the Court, that the Judgment heretofore rendered, as Set forth in the petition herein for the Sum of Thirteen 80/100 Dollars. with interest and Costs has Become dormant, by lapse of time, and Still remains. Wholly unpaid. it is ordered that Said Judgment be revived, Unless Sufficient Cause be Shown against the Same, within days after the Service of the Order upon the Said defendant,

And it appearing to the Court that the Said defendant is a Non-resident of Said State of Ohio. it is ordered that Service by Publication as provided by Statute

Brodrick for Plaintiff

No 7647
Legal Notice
and its proof
of Publication

April 10th 1899. The following Legal Notice and its Proof was filed Co-wit.

William Burgner & Son
VS
David Wurtsbaugh.

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

The defendant. David Wurtsbaugh. residing at Newport. State of Tennessee. Will take Notice that a Conditional order of revivor of the judgment. rendered in favor of the above named Plaintiff. and against the above named defendant. by J. L. Jolliff. a Justice of the Peace of Claibourne. Township. Union County. Ohio. on October 14th 1889. for $13 80 with Costs and interest. has been made by the Court of Common Pleas. of Union County. Ohio. a transcript of said judgment having been filed therein on. November. 9th 1889. and that Unless he Show cause to the Contrary on or before April 24th 1899. said judgment will Stand revived against. him.

John M. Brodrick Attorney for Plaintiff.

The State of Ohio
Union County } ss

Proof of Publication

The Undersigned. being duly Sworn. says that a copy of the

annexed Notice was published for Six Consecutive Weeks in the Union County Journal a Newspaper of general Circulation in the County of Union Said Publication beginning with March 2nd 1899

A. J. Hare.

Sworn to and Subscribed before me this 10th day of April. 1899.
J. N. Gosnell Clerk.

No 7647
Order of Revivor.

May 8th 1899. The following order of Revivor filed to-wit.

William Burgess & Son
Plaintiff.
vs.
David Kurtsbaugh.
Defendant

Order of Revivor

This day this Cause came on to be heard by the Court, and the Court, finding that Said defendant have (each and every 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 Twenty Eight 2d 95/100 Dollars and Twenty two and 84/100 Dollars Costs, with interest at the rate of Six per cent per annum, be and the Same doth Stand revived against the Said David Kurtsbaugh and every of them and that the Plaintiff recover against them, jointly, and Severally, his Costs in and about this proceeding of revivor, incured and Expended, Payed at — Dollars.

"Brodrick."

Attest J. N. Gosnell Clerk,

No 7658
Petition

Union County
Said Publication

Vance.

99.
Clerk,

the Court, and
been duly served
rs, and have
herein Should
the Court, that
and Twenty
num, be and
ed every of them
his Costs in
at — Dollars.

k."

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 Dew, Judge of Said Court, of the Term of April To-Wit; on the 21st day of April in the year of Our Lord, One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore To-Wit, on the 11th day of March A.D. 1899. Philip Vandrau filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Leevi L. Longbrake, et. al. To-Wit.

No 7658
Petition

Philip Vandrau, Plaintiff
V.S.
Leevi L. Longbrake, Mary S. Longbrake his Wife, Clarissa J. Carrell and John M Carrell her Husband, and the Farmers Bank of Marysville, O = Defendants

Petition on Note and Mortgage, and Foreclosure, and To Marshall Liens

Common Pleas Court, Union County, Ohio,
Petition

For a first Cause of action against Said defendant, Leevi L. Longbrake, The Plaintiff, Philip Vandrau, Says, that there is due to him from Said Leevi L. Longbrake on the promissory Note of Said Leevi L. Longbrake the Sum of Five Hundred Dollars, with interest from the 21st day of November, A.D. 1897, at the rate of 8 per cent per annum, of Which promissory Note the following is a Copy, with all the Credits and Indorsements thereon, To-wit,

$500.00 Minneapolis Nov. 21st 1896.

One year after date I, promise to pay to the order of Philip Vandrau, Five Hundred Dollars, at Marysville Ohio, Value received, with interest 8 before and after Maturity at the rate of 8 per cent per annum until Paid.

Leevi L. Longbrake.

Credit indorsements "Feb. 16th 1898, Rec.d on within Note Forty 75/100 Dollars, interest in full to Nov. 21st 1897,

Second Cause of action = Plaintiff adopts his first cause of action herein and further Says, That, to Secure the payment of Said promissory Note, hereinbefore Mentioned and Set forth in Said first Cause of action herein according to the tenor, and Effect thereof, the Said Leevi L. Longbrake together with his Said Wife, the defendant, Mary S. Longbrake duly Executed and acknowledged, and delivered to the Plaintiff, The Said Mary S. Longbrake joining with her Said Husband in the granting part, the Signing, and acknowledgment, Thereof, their Certain Mortgage deed, bearing date on the 10th day of March, A.D. 1897, and thereby conveyed to the Plaintiff, in fee Simple, freed from all rights including that of dower of Said Mary S. Longbrake in and to the the Same, the following described lands, Tenements, and hereditaments, Situate in the Village of Marysville in Said County of Union and State of Ohio, To-wit;

In Lots Numbered Five Hundred and Ninety Five (595), Six Hundred (600), Six Hundred and one (601), and Six Hundred and four (604) according to the Plat, of L.L. Longbrake's addition to Marysville of record in the office of the Recorder of deeds of Union County Ohio,

Said Mortgage was delivered to the Recorder, in the Recorders Office of Said County, for record, according to law on the 22nd day of March 1897,

at 9 25 o' clock A.M. and was duly recorded in Book 38. page 632. Record of Mortgages.

That Said Mortgage deed has a condition thereunder written that. in case the Said Levi L. Longbrake Should pay, or cause to be paid Said promissory Note when it become due. then Said deed Should be void. Otherwise to be and remain in full force.

That Said Levi L. Longbrake has Wholly failed to pay Said promissory note or any part Thereof. Though the Same are past due. Wherefore Said Mortgage deed has Became absolute

And the Plaintiff further Says that he has a further lien upon Said premises for Taxes upon Said Real Estate to the amount of $16 27/100 which Plaintiff paid upon Said premises at delinquent Tax Sale. January 17th 1899, which amount of $16 27 with interest from January 17th 1899. Plaintiff asks judgment also as the first lien on Said premises.

Wherefore the Plaintiff asks for Judgment against Said defendant. Levi L. Longbrake for the Sum of Five Hundred Sixteen 27/100. Dollars, with interest on $500 00 from Nov. 21st 1898, at 8% per annum, and with interest on $16 27 from January 17th 1899.

Also that Said Clarissa J Cassill. John M. Cassil her husband & The Farmers Bank of Marysville O who Claim Some lien or interest in Said premises be required to Set Up the Nature. Amounts. ect. respectively. of their asserted liens and Claims in and upon Said premises; that Said premises be Sold. as upon Execution to Satisfy Plaintiffs Said Mortgage indebtedness and Said Tax lien. from Said Levi L. Longbrake. and the judgment by Plaintiff So to be obtained. that the respective rights. liens. and Claimes of the Plaintiff. and of Said Parties be Marshaled and determined by the Court, for Costs and all proper relief.

J H Kinkade Attorney
for Plaintiff

The State of Ohio
Union County } ss

Philip Vanderan the above named Plaintiff being duly Sworn Says that he believes the facts Stated in the foregoing Petition to be true

Philip Vanderan.

Sworn to before Me and Signed in My presence this 11th day of March 1899,

Thomas Mulcahy
Notary Public.

No 7658
Waiver

March 11th 1899.

We the Undersigned defendants hereby Waive the issuing and Service of process, and Waive time. and enter our appearance herein.

Clarissa J Cassil
John M Cassil
The Farmers Bank
} By. John M. Broderick their Attorney

No 7658
Answer of Clarissa J Cassil

No 7658
Waiver

April 19th 1899. The following Waiver was filed in the Clerks office To-wit.

Minneapolis Minn. March 1899,

We the Undersigned defendants in the within action of Philip Vandran. Vs. Levi L. Longbrake hereby waive legal process and Enter our appearance in Said Cause in Court of Common Pleas Union County Ohio and waiving time Consent to Judgment being taken as prayed for in the Petition of the Plaintiff.

Levi L Longbrake
Mary S. Longbrake
} By L L. Longbrake her attorney

No 7658
Entry

April, 21st 1899. The following Entry was filed in the Clerks office to-wit.

No 7658
Entry

Philip Vandrau. Plaintiff
vs
Levi L. Longbrake et al.
Defendants

The State of Ohio Union County, Ohio.
Court of Common Pleas.
Judgment and order of Sale. Entry

This day this cause came on to be heard by the Court upon the Petition of the Plaintiff. The said defendants. Levi L. Longbrake, his wife Mary S. Longbrake, Clarissa J. Cassil, her husband, John M. Cassil, and the Farmers Bank. all being in default for answer or demurer to the Petition, and the Court having found that said parties are properly in Court. and the Court having heard the proofs and Evidence adduced. and being fully advised in the premises, doth find;

(1). All and Singular the Statements contained in said Petition to be true.

(2). That there is now due to the Plaintiff from the said defendant Levi L. Longbrake upon the said premissory Note in the said Plaintiffs Petition set forth. the Sum of $535 55/100 which is entitled to draw interest at the rate of 8% per annum from the first day of the present Term of this Court. To-wit; from the 10th day of April, 1899.

(3) That there is also due to the said plaintiff from the said defendants. for Taxes as set forth in the said Petition the Sum of $16 24/100. with 6% interest thereon from Jany 17th 1899.

Wherefore, it is adjudged by the Court. that the plaintiff herein recover against the said Levi L. Longbrake, the said Sum of $16 24/100. With 6% interest thereon from January 17th 1899. (Amount paid for Taxes) and $535 55/100 (Amount of Mortgage Note) with 8% interest thereon from April 10th 1899. together with his 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, Levi L. Longbrake. pay or cause to be paid. said adjudged Sums of Money to the Plaintiff within one day 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 said Sheriff to cause said premises to be appraised. advertised in the Daily Tribune according to law. 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 - J M. B.

April 28th 1899, The following answer and Cross-Petition of Clarina J. Cassil. was filed in the Clerks office To-wit.

No 7658
Answer of
Clarina J
Cassil

Philip Vandrau-Plaintiff
vs
Levi L. Longbrake et al. Defts

The State of Ohio Union County ss:
Court of Common Pleas.
Answer and Cross Petition of Deft Clarissa J. Cassil

Now comes the defendant, Clarissa J. Cassil and by Way of answer and Cross-petition herein says:

That after making of the Mortgage set forth in plaintiffs petition. To-wit. on the day of 189 The Mortgagor. said defendant Levi L. Longbrake and Wife said defendant, Mary S. Longbrake, Sold and Conveyed to this answering defendant, and Cross. petitioner, all of said Mortgaged premises as described in plaintiffs Petition. To-wit. Lots Nos. 595. 600. 601. & 604.

This defendant Said Clarissa J Cassil. Therefore prays the Court, that the proceeds derived from the Sale of Said premises. after Satisfying the Taxes, the Costs and the Claim of the Plaintiff. be adjudged and ordered paid to her. and for Such other relief as She May be entitled to.

Clarissa J. Cassil,

State of Ohio. Union County. SS.

Personally appeared the above Named defendant, Clarissa J Cassil who being duly Sworn Says that the facts Stated in her fore-going answer and Cross Petition are true

Clarissa J Cassil.

Sworn to and Subscribed in my presence this 28th day of April 1899

(Seal) J M Gosnell
Clerk of Court

No 7658 Precipe for Order of Sale

April 24th 1899. The following Precipe for order of Sale was filed To-wit.

Philip Vandraw - Plaintiff
Vs
Levi L. Longbrake et. al. Defts

Court of Common Pleas. Union County Ohio
Marysville April 24th 1899

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 H Kinkade Attorney for Plaintiff

No 7658 Sheriffs Return on Order of Sale

No 7658 Order of Sale

April 24th 1899. The following order of Sale was issued by the Clerk of Court of Common Pleas 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 21st day of April 1899. Philip Vandraw obtained a Judgment and decree against Levi L. Longbrake et. al. for the Sum of $555 57/100. 8. per cent from April 10th 1899. and for the Sum of $16 24/100. 6. per cent from January 17th 1899. and $48 80/100 Dollars. cost of Suit

And Whereas, it was then and there, by Said Court, Ordered, adjudged and decreed, that the Said Levi L. Longbrake within one day from the 21st day of April A. D. 1899. pay unto the Said Philip Vandraw, the Said Sums of Five Hundred Seventy one and 79/100 with interest 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 one day aforesaid have fully Expired, and the Said Sum of Five Hundred and Seventy One and 79/100 Dollars, and Costs aforesaid, have not been paid or any part thereof, as appears to us of record,

We therefore Command you, that you proceed, without delay, to appraise, advertise and Sell, according to the Statute regulating Judgments and Executions, at law the following lands and tenements Situate in the Village of Marysville in Said

County of Union, and State of Ohio. To-Wit: = In Lots Numbered, Five Hundred and Ninety Five (595) Six Hundred (600) Six Hundred and One (601) and Six Hundred and Four (604) according to the Plat of L.L. Longbrakes addition to Marysville, of record in the Office of the Recorder of Deeds of Union County, Ohio,

We therefore Command you, That you proceed to carry Said Order, Judgment and decree into Execution agreeably to the Tenor Thereof, and that you Expose to Sale the above described Real Estate, Under the Statute Regulating Sales on 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 24th day of April A.D. 1899.

(Seal)

J.N. Gosnell Clerk

No 7658 Sheriffs Return on Order of Sale

May 27th 1899. The following return was made on Order of Sale by the Sheriff, To-wit.

The State of Ohio } ss
Union County }

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum. Appraisers | 1 | 00 |
| Swearing Appraisers | | 25 |
| Writing Appraisal | | 25 |
| Mileage | | 25 |
| Poundage | 7 | 02 |
| Return | | 25 |
| Revenue | 1 | 00 |
| Total | 11 | 18 |
| Appraisers Fee | 3 | 00 |
| Finders Fee | 18 | 75 |

In obedience to the Command of the Order of Sale hereto annexed, I did on the 25th day of April 1899, Summon, C.S. Chapman, E.C. Price, and J.B. Galaway, 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 25th day of April A.D. 1899, 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: Lot No 595 @ $550.00 No. 600 @ $175.00 No. 601 at $150.00 No 604, at $175.00 Dollars. A certified copy of Said Appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County. And on the 26th day of April 1899, I caused to be advertised in the Marysville Tribune (a Newspaper printed and published, and of general Circulation in Union County) Said lands and Tenements to be Sold at Public Sale, at the door of the Court House of Said County on the 27th day of May A.D. 1899, at one o'clock P.M. of Said day.

And having advertised the Said lands and tenements for more than Thirty days previous to the day of Sale, To-wit five consecutive weeks; and in pursuance to Said Notice, I did on Said 27th day of May A.D. 1899, at the time and place above Mentioned, proceed to offer Said lands and Tenements at public Sale, and then and there came Charles M. Southard and Philip Vanderaan, who bid for the Same the Sum of, C.M. Southard Lot No 595 for $366 67/100. Philip Vanderaan Lots No- 600, - 601 & 604 for $333 35/100. Dollars, and Said Sum being More than two thirds of the appraised Value thereof, and Said Chas M. Southard & Philip Vanderaan being the highest and best bidders therefor, I then and there publicly Sold and Struck off Said lands and Tenements to him for Said Sum of Seven Hundred & 02/100 Dollars

J. Ed. Robinson Sheriff

No 7658
Sheriffs Sale
and Sts Recpt

May 27th 1899. The following Notice of Sheriff Sale and it Recpt 1000 filed in the Clerks Office To-wit.

Sheriffs Sale
on order of Sale.

J H Kinkade Attorney.

Philip Vandraan
vs
Sevi & Longbrake.

Court of Common Pleas. Union County Ohio.

By Virtue of the above Stated writ to me directed from the Court of Common Pleas of Union County Ohio. I will offer for Sale at the North door of the Court House in Marysville Ohio, on Saturday. May 27th 1899. at or about the hour of one o'clock P.M. on said day. the following described Real Estate to wit:

Situated in the Village of Marysville, County of Union and State of Ohio, To-wit: In Lots Numbered five hundred and Ninety-five (595) Six hundred (600) Six hundred and one (601). and Six hundred and four (604) according to the plat of S & L Longbrakes addition to Marysville, of record in the office of the Recorder of deed of Union County, Ohio. All said lots being bounded by Fourth Street on North Cedar Street on East, Fifth Street on South and Mary place on West. Lot No 595, fronts on Fifth Street and Nos 600, 601, and 604, fronts on Fourth Street.

Lot No 595. Appraised at $550.00
Lot No 600. Appraised at $ 175 00
Lot No. 601. Appraised at $ 150.00
Lot No. 604 Appraised at $ 175.00

Terms of Sale Cash.

April 26th 5.W.

J Ed Robinson Sheriff
Union County Ohio.

The State of Ohio Union County; ss;

The Undersigned being duly Sworn, Says that a copy of the annexed Notice was published for 5. consecutive Weeks in The Marysville Tribune a Newspaper of general circulation in the Town of Marysville, The first publication beginning with April 26th 1899.

W O Skeoner.

Sworn to and Subscribed before me this 27th day of May, 1899.

J H Gosnell Clerk

Printer Fees $11.75

No 7642
Petition

No 7658
Entry

June 19th 1899. The following Entry Confirming Sale &c. was filed in the Clerk of Courts Office To-wit

The State of Ohio
Union County ss

Court of Common Pleas
Entry

Philip Vandraan :: Plaintiff
vs
Sevi & Longbrake et al, Defendants

Confirmation of Sale, and Deed ordered to be Made To Purchasers.

This day the return of the order of Sale issued in this case was produced to the Court by the Plaintiff, and the proceedings and Sale of the Sheriff under the Commands and requirements of Such order. being Carefully Examined by the Court, and found by the Court in all respects in Conformity to law, and the Court being Satisfied of the legality of Such Sale, which is hereby approved and confirmed by the Court. It is ordered that the Sheriff, Said J. Ed. Robinson Make to the Purchaser.

of Said Lot No. 595. a deed for Said lands and Tenements So Sold, To-Said purchaser Said Chas. W. Southard. and that Said Sheriff. Said J. Ed Robinson, Make to the purchaser of Said Lots Nos 600 & 601 & 604 a deed for Said lands and Tenements So Sold to Said purchaser Said Philip Vandeman. and out of the Money arising from Said Sale. It is further ordered by the Court. that Said Sheriff pay.

First: The Taxes if any due upon Said premises $ 10.85

Second: The Costs of this Proceeding $ 43.80

Third: The Claim of the Plaintiff herein for Taxes paid the Sum of $ 16.27/100 with 6% interest thereon from Janry 17th 1899. $16.65

Fourth: The Plaintiffs Mortgage lien on Said premises To-wit. the Sum of $555.55/100. with 8% interest thereon from April 10th 1899. and if this is not Sufficient to pay Said Plaintiffs Claim in full that Execution be awarded for the balance $563.15

Fifth: That the balance if any after paying Plaintiff be paid to Clarissa J Cavill the defendant holding title to Said premises at the Commencement of this action $65.54

The Court further orders the Clerk of this Court to enter Satisfaction of the Mortgage herein foreclosed upon the records of Said Mortgage in the office of the County Recorder.

Attest J. M. Gosnell Clerk.

Broderick Supt
Kinkade

---

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Doo. Judge of Said Court. of the Term of April. To. wit: on the 17th day of April in the year of our Lord. One Thousand Eight Hundred and. Ninety Nine.

Be it remembered that heretofore. To-wit on the 11th day of February A.D. 1899. John. Tobin filed in the Clerks office of the Said Court of Common Pleas. the following Petition against Jacob Shulty. et. al.

No 7642
Petition

John. Tobin = Plaintiff
against
Jacob Shulty Charles R. Jones and Maxwell. Hinds Trustees of the Church of Christ of Plain-City. Ohio and Charlotte Kent
Defendants

Court of Common Pleas. Union County. Ohio

Petition

The Plaintiff Says:

1st = That this Cause is founded upon a promissory Note for the Unconditional Payment of Money only. of which the following is a copy To-wit.

$ 200.00 Plain City O June 22. 1894.

Three years after date we promise to pay to the order of John Tobin Two Hundred Dollars at Eight per cent interest from date. Value received.

Jacob Shulty
Charles R. Jones
Maxwell his Mark Hinds

To Secure the payment of Said Note the defendants as Trustees of the Church of Christ of Plain City Ohio. on Said day executed and delivered to the plaintiff a Mortgage - deed, and thereby Conveyed to the plaintiff the following described Real Estate - Situate in the County of Union in the State of Ohio. and in the Village of Plain City. and bounded and described as follows Viz

Being part of Lot (No 32) Thirty Two. in the Sheffer Addition to Said Village. as the Same is known, Numbered. and designated on the recorded plat of Marysville, Ohio. Said plat Showing Said lot to be Forty (40) feet front. and one hundred and Thirty Seven feet deep. and taken from the South Side of Said Lot No Thirty two. Which deed contained the following condition;- Provided Nevertheless. that if Said Trustees Shall pay, or Cause to be paid a promissory Note of Even date with this instrument. and calling for. Two Hundred. Dollars. with intrest at 8. per Cent from date - Said Note given by Said persons. and given to Said Robin. due in three (3) years from date then this Mortgage to be Void. otherwise to be and remain in full force and Virtue.

Said Mortgage was duly recorded in the Office of the Recorder of real Estate Mortgages. of Union County. Ohio, on the Seventh day of July 1894 and in Vol 85 Page 31. Union County Record of Deeds.

The defendants. as Said Trustees have not paid the amount Secured by Said Mortgage, as required by the Conditions thereof. whereby Said Mortgage deed has become absolute, and there is now due upon Said indebtedness the Sum of Two Hundred Dollars with intrest at Eight per Cent from the 22nd day of June 1894 No payments. or indorsments have been made on Said Note.

No proceedings at law have been had for the recovery of the debt Secured thereby, or any part thereof. nor has Said debt. or any part thereof been collected. and paid. and there is now due from the defendants. as Such Trustees. to the plaintiff upon Said Note and Mortgage the Sum of Two Hundred Dollars (200 00) with intrest from the 22nd day of June 1894, at Eight per Cent intrest from Said date

That Said defendants were the Trustees of the Church called the Church of Christ of Plain City, Ohio, = That it was an incorporated religious Society.

Said Society has now become Extinct and no longer exists as an organized religious Society = The above premissory Note, and Mortgage Securing the Same was given by the above Named defendants Trustees of Said Church of Christ for Money loaned by plaintiff to them while Said Church was in Existance.

II: Second Cause of action; = The plaintiff further Says. that on Said 22nd day of June 1894, the Said defendants. Jacob Shultz. Charles R. Jones. and Maxwell Binds obtained a loan of Two Hundred Dollars as Such Trustees from one Charlotte Kent. and altho No promissory Note was given for Said Money. yet the Said defendants as Such Trustees on Said last Named date, executed and delivered to the Said Charlotte Kent their Mortgage deed. upon the Same premises described in the first Cause of action. to Secure Said loan of Two Hundred Dollars.

No 8642
Precipe

Said Mortgage was duly presented for record with the recorder of Union County Ohio. on the 26th day of July 1894, at 11. O'clock A.M. and was duly recorded in the record of Mortgages of Said County on August 2nd 1894, in Vol 35 page 182 = That the plaintiff paid a balance of One Hundred Dollars (100 00) due on Said loan. from Said Charlotte Kent to Said defendants. and purchased, and took a transfer of Said Mortgage to himself. from Said Charlotte Kent, and he is Now the legal owner. and legal holder of Said Mortgage

and there is due to him upon the same from said defendants as such Trustees, said Sum of $100.00 with interest from the 22nd day of June 1894, and he holds said additional Mortgage lien on the above described premises to secure to him said last named One Hundred Dollars ($100.00) with said interest.

The plaintiff further says that after he had purchased said Mortgage, and was the owner of the same as aforesaid, he by a mistake of his own caused the same to be canceled of record, for while the plaintiff received no consideration, and therefore asks that said cancelation be set aside, and held for Naught, and said Mortgage foreclosed to the extent of said $100.00 with interest.

Said last named Mortgage provided that if the Sum so borrowed of said Charlotte Kent, by said defendant, should not be paid within two years from the date thereof To-wit: Two years from the 22nd day of June, 1894, then said Mortgage should become absolute;- That said $100.00 with said interest is now over due and payable to plaintiff, and he therefore asks that said Mortgage may be foreclosed, and said premises ordered to be sold and that out of the proceeds thereof the plaintiff may also be paid said One Hundred dollars, and the interest on the same as aforesaid, and plaintiff asks such other and further relief in the premises as will be just and equitable.

Porter & Porter, Attorneys for Plaintiff

J. E.W. Porter, being Sworn Makes Oath, that I am one of the attorneys in the above entitled action, for the plaintiff, that the Petition is founded upon a written instrument for the payment of Money, and such instrument is in My possession, as such Attorney, and I believe the facts in the foregoing Petition are true.

Said E.W. Porter further makes Oath that Service of a Summons can not be made within the State of Ohio, on the said defendant Jacob Shultz, and that the residence of said Jacob Schultz is Unknown to this affiant, and that this case is for the foreclosure of a Mortgage on land in Union County, Ohio, and is one of the cases in which publication is provided for in Section 5048 Revised Statutes of Ohio.

E W Porter.

Sworn to by E.W. Porter before me, and Signed by him in my presence this 11th day of February, A.D. 1899.

Jno A Gamill Deputy Clerk.

---

No 9642 Precipe

February 11th 1899: The following Precipe was filed in the Clerks Office To-wit:

To the Clerk

Issue a Summons to the Sheriff of Madison County for Charles R. Jones, Maxwell Hinds and Charlotte Kent, returnable according to law Endorse: Action to foreclose Mortgage

Feb 11th 1899

Porter & Porter

No 7642
Summons

February 11th 1899. The following Summons was issued to the Sheriff of Madison County Ohio. To-wit:

Summons

The State of Ohio } ss
Union County }

To the Sheriff of Madison County;

You are hereby Commanded to Notify Charles R. Jones, Maxwell Hinds and Charlotte Kent that they have been Sued by John Tobin in the Court of Common Pleas of Union County. and must answer by the 11th day of March A.D. 1899, or the petition of the said plaintiff will be Taken as true and judgment rendered accordingly.

You will Make due return of this Summons on the 20th day of February A.D. 1899.

Witness my hand and the Seal of said Court this 11th day of February. A.D. 1899.

(Seal)

J. M. Gosnell Clerk.

No 7642
Entry

No 7642
Waiver on Summons

February 23rd 1899. The following Waiver on the above Summons was filed in the Clerks office To-wit:

We hereby waive the issuing and Service of Summons upon us in the within Mentioned case and we hereby Enter our appearance in the Same as parties defendants thereto.

Feb. 14th 1899.

Charlotte Kent
Maxwell his Mark Hinds
Charles R. Jones.

No 7642.
Legal notice and its Proof.

April 22nd 1899. The following Legal Notice and its Proof of Publication was filed in the Clerks office To-wit:

Legal Notice

Perlee H. Porter Attorney's

Jacob Shulty whose residence is unknown. will take Notice that a Petition was filed against him and others on the 11th day of February. 1899 in the Court of Common Pleas within and for the County of Union and State of Ohio by John Tobin. and is now pending. wherein the said John Tobin asks for the foreclosure of two Mortgages on part of in Lot No 82 in Shippers addition to the Village of Plain City Ohio. Said part being forty (40) feet front and one Hundred and thirty-seven feet deep. and taken from the South side of said Lot No. 82. and known as the Church of Christ property. Both of said Mortgages were Executed on June 22nd 1894, on said premises by said Shulty. Jones and Hinds - one Mortgage given to plaintiff. and the other to said Charlotte Kent. each for $200.00. That plaintiff is the legal holder and owner of the Charlotte Kent Mortgage. for a balance due on the Same. Said Jacob Shulty is required to answer said Petition by the 8th day of April. 1899. or said order of foreclosure will be granted by the Court. Feb 15th 1899. 4 w

No 7642
Order of Sale

The State of Ohio Union County ss.

The Undersigned being duly Sworn says that a copy of the annexed Notice was published for 4. Consecutive weeks in the Marysville

Tribune, a Newspaper of general Circulation in the County of Union, the first publication beginning with Feb 1st 1899.

W. O. Shearer

Sworn to and Subscribed before Me this 22nd day of April 1899

J. H. Gossett Clerk

Peniles fee $ 8.50

No 7642 Entry

April 17th 1899. The following Entry was filed in the Clerks Office To-wit:

John Tobin
vs
Jacob Schultz et al. Trustees of the Church of Christ of Plain City, Ohio, et al.

Entry

This day this Cause came on to be heard upon the petition of plaintiff and the evidence of plaintiff, the defendants all being in default for answer or demurer, and was argued by Counsil:- In Consideration whereof the Court find the allegations of the Petition to be true, and that the defendants owe the plaintiff as alledged therein, and the Court finds the amount of said indebtness to be as claimed in said Petition To-wit: (with interest added up to April 22nd 1899) three hundred and Ninety four and 53/100 Dollars ($394.53) with interest on $277.53 at 8 per cent and interest on $117. at 6 per cent both from April 22nd 1899 and the Court find that the plaintiff has the two Mortgage liens as set up in said petition and upon the real Estate therein described, and an order of Sale is hereby Entered against said premises. And it is further ordered that an order of Sale issue to the Sheriff of this County commanding him to Appraise, advertise and Sell said premises according to law and bring the proceeds into Court. Subject to its further order in that behalf.

No 7643 Order of Sale

July 25th 1899. The following order of Sale was issued and delivered 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 17th day of April, 1899. John Tobin obtained a judgment and Decree against Jacob Schultz et al as Trustees of the Church of Christ of Plain City City et al. for the Sum of $394.53 with interest on $217.53 at 8 per cent and interest on $117.00 at 6% from April 22nd 1899. and $46.00 Costs of Suit.

And Whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Jacob Schultz et al. within days from the day of A.D. 1899. pay into the said John Tobin the said Sum of $394.53. Dollars with interest from the 22nd day of April 1899. and costs aforesaid, and on default to pay the Same that an Order of Sale issue to the Sheriff of said County, Commanding him to proceed according to the Statute regulating Judgments and Executions at law, to sell the real Estate described in the Plaintiffs Petition &c.

And Whereas the days aforesaid have fully expired and the said Sum,

of. Three Hundred and Ninety four and 83/100 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. And in the Village of Plain City. and bounded and described as follows Viz:

"Being part of Lot (No 32) Thirty two in the Shaffer Addition to Said Village, as the Same is known, numbered and designated on the recorded plat at Marysville, Ohio. Said plat Showing Said Lot to be forty (40) feet front, and one hundred and Thirty Seven feet deep. and taken from the South Side of Said Lot No. Thirty Two.

We Therefore Command you, That you proceed to carry Said order, judgment, and decree into Execution agreeable to the tenor thereof. and that you Expose to Sale the above described Real Estate, under the Statute regulating Sales on Execution, and that you Apply the proceeds of Such Sale in Satisfaction of Said judgment and decree, with Costs and interest, as Specified therein, and that you Make report of your proceedings herein, to our Court of Common Pleas within Sixty days from the date hereof, and bring this order with you.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 25th day of April A.D. 1899.

(Seal)

J. N. Gosnell Clerk

No 7642 Sheriff Sale and its Proof

No 7642 Sheriff. Return on Order of Sale.

May 27th 1899. Order of Sale returned and filed Endorsed as follows to-wit

The State of Ohio } Sheriff's Return
Union County }

| Sheriff's Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum'n Appraisors | 1 | 00 |
| Swearing Appraisors | | 25 |
| Meeting Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | 1 | 76 |
| Poundage | 3 | 00 |
| Return | | 25 |
| Recorne | | 50 |
| Total | $ 8 | 26 |
| Appraisers Fee | 3 | 00 |
| Legal Notice | 8 | 50 |
| Printers Fee | 12 | 75 |

In Obedience to the Command of the order of Sale. hereto annexed. I did. on the 25th day of April. 1899. Summon D. D. Ketch. J. T. E. Evans. and G. E. Kilbury. 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 25th day of April A.D. 1899. Said Appraisors returned to me. under their hands and Seals. that they did. Upon actual View of the premise Estimate and appraise the real Value in Money of the Same at One Hundred and Seventy 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 26th day of April 1899. I Caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general Circulation in Union County) Said lands and tenements to be Sold at the door of the Court House of Said County on the 27th day of May A.D. 1899 at one O'clock P. M. of Said day, "And having advertised the Said lands and tenements for More than thirty days previous to the day of Sale, To-wit five Consecutive Weeks; and in pursuance to Said Notice, I did on the 27th day of May, A.D. 1899, at the time and place above Mentioned, proceed to offer Said lands and tenements at Public Sale, and then and there Came John Tobin, who bid for the Same the Sum of Three Hundred Dollars, and Said Sum being More than

No 7642 Entry

Two-thirds of the appraised Value thereof, and said John Tobin being the highest and best bidder Therefor. I then and there publicly Sold and Struck off said Lands and Tenements to him for said Sum of Three Hundred Dollars.

J. Ed. Robinson Sheriff.

---

No 7642
Sheriff Sale and its Proof

May 27th 1899. The following Sheriffs sale and its Proof of Publication filed To-wit.

Porter & Porter. Attorneys

John Tobin. vs Jacob Schultz et al

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 27th. 1899, at or about the hour of one O'Clock PM. on said day the following described real Estate. To-wit.

Situated in the Village of Plain City County of Union and State of Ohio. and bounded and described as follows Viz:= Being part of lot (No 32) Thirty-two in the Shipper addition to said Village. as the Same is known. Numbered and designated on the recorded plat at Marysville. Ohio. Said plat Showing Said lot to be forty (40) feet front and One hundred and thirty-seven feet deep. and taken from the South Side of Said lot No. Thirty-two. Said lot fronts. and is bounded on the West by Shippes Avenue, on the North by the Coleman Road and on the South by North Avenue.

Appraised at $175.00
Terms of Sale Cash.

J Ed Robinson Sheriff
Union County, Ohio.

April 26th 1899-5-w.

The State of Ohio Union County "ss"

The Undersigned being duly Sworn, Says that a copy of the annexed Notice was published for 5. Consecutive weeks in "The Marysville Tribune" a newspaper of general Circulation in the County of Union. the first publication, Beginning with April 26th 1899.

W. O Shearer

Sworn to and Subscribed before me this 27th day of May. 1899.

J N Gosnell Clerk

Printers Fees. $12.25

---

No 7642
Entry

June 19th 1899. The following Entry was filed in the office of the Clerk of Courts To-wit:

John. Tobin = Plaintiff
against
Jacob Schultz et. al.
Defendants

Entry

This Cause came on to be heard on the return of the Sheriff of the writ of Execution issued herein, with his report of his proceedings, and Sale of lands and Tenements under Said writ, and the Court having Carefully examined the Said proceedings. being Satisfied that the Sale has in all respects been made in Conformity to the provisions of the Statute in Such Cases made

and provided, finds the same to be legal, and does therefore approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser John Tobin, a deed in fee-simple for the lands and tenements so sold, To-wit: Situate in the County of Union Township of ~~Jerome~~ and in the Village of Plain City, and bounded and described as follows viz = Being part of Lot No thirty-two (32) in the Sheffer addition to said Village as the same is known, numbered and designated on the recorded plat at Marysville, Ohio. Said plat showing said Lot to be forty (40) feet front, and one hundred and thirty-seven (137) feet deep, and taken from the South side of said Lot No 32. And a Writ of Possession is awarded to put said purchaser in possession of said premises.

No 7612
Petition

And the Court coming now to the distribution of the purchase Money in the hands of the Sheriff orders that he pay =

1st To the Treasurer of this County the Taxes and penalty due upon the property so sold To-wit the Sum of $

2nd To the Clerk of this Court the costs of this action Taxed at $

3rd - To the plaintiff John Tobin, the amount of the Judgment herein returned, with interest to this date, To-wit; the Sum of $

Affirmed
Porter & Porter
for Plaintiff

Attest J. N. Gosnell Clerk.

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court of the Term of April A.D. 1899 on the 20th day of June in the year of Our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore A.D. 1899 on the 22nd day of November A.D. 1899, Edward Shaver and Isola Shaver, filed in the Clerks Office of the Said Court of Commman Pleas, the following Petition against Albert Burnham Administrator of Celesta Mitchell deceased, To-wit:

No 7612
Petition

Edward Shaver and
Isola Shaver, Plaintiffs
vs
Albert Burnham Admr
of Celesta Mitchell "deceased"
Defendants,

Court of Common Pleas
Union County, Ohio,

Petition

Plaintiff Say that on the 11th day of July, 1898, letters of Administration on the Estate of Celesta Mitchell heretofore "deceased" intestate were by the Probate Court of Union County, Ohio duly issued to the defendant, who thereupon duly qualified and Entered on his duties as Such Administrator

The Plaintiffs Say there is due them from Said Administrator as Said Administrator of Said Celesta Mitchell as follows,

Celesta Mitchell Dr. to Isola Shaver and Edward Shaver,

| | | |
|---|---|---|
| For Care, Board and Washing from January 1st 1887, to January 1st 1888, | | $100.00 |
| For Care, Board and Washing from January 1st 1888, to January 1st 1889 | | $100.00 |
| For Care Board and Washing from January 1st 1889 to January 1st 1890 | | $150.00 |
| For Care Board and Washing from Janry 1st 1890 to Janry 1st, 1891 | | $150.00 |
| For Care, Board and Washing from January 1st 1891 to Jan 1st 1892 | | $175.00 |
| Credits on foregoing account: | $224.00 | |
| Balance due on above | $451.00 | |

Plaintiff further Say there is due them from Said Administrator of Said Celesta Mitchell as Such Administrator for Nursing, Care, Board, and Washing from January 1st 1892, to January 1st 1893, @ $5.00 per week. $260.00

| | |
|---|---|
| For Nursing, Care, Board and Washing from Jan 1st 1893 to Jan 1st 1894 @ $5.00 per week | $260.00 |
| For Nursing, Care Board and Washing from Jan 1st 1894, to Jan 1st 1895, @ $7.00 per Week | $364.00 |
| For Nursing, Care Board and Washing from Jan. 1st 1895 to Jan 1st 1896 @ $14.00 Per Week | $728.00 |
| For Care Board and Washing and Nursing from Jan 1st 1896 to Jan 1st 1897 @ $17.50 Per Week | $900.00 |
| For Nursing, Care Board and Washing from Jan 1st 1897, to May 26th 1898, 21 Weeks @ $17.50 Per Week | $367.50 |

Said Plaintiffs Say that on or about the 19th day of September, 1894, Celesta Mitchell now deceased, Entered into a writen agreement with Said Plaintiffs in which Said Plaintiffs were to look after and take the general Care and Charge of Said Celesta Mitchell, Now deceased during her life, and at her death to recover Compensation for the Same, and that all of Said Services herein Set out, after Said date of Sept, 19th 1894, were due Under Said Agreement, and for which Said Plaintiffs have never received Compensation.

Plaintiffs Says that on the 22nd day of October, 1898, they duly presented

No 7612
Motion

to the defendant as such administrator a writen Statement of their Claim and demanded an indorsment of allowance thereon, but defendant refused said indorsment: = Whereon Said Plaintiffs ask Judgment in the Sum of Three Thousand Three Hundred and Thirty and 50/100 Dollars, and interest at 6% from Jan 1st 1888, on $100.00 and from Jan 1st 1889, on $100.00 and from Jan 1st 1890, on $150.00 and from Jan 1st 1891, on $150.00 and from Jan 1st 1892, on $175.00, and from Jan 1st 1893 $260.00 and from Jan 1st 1894, $260.00 and from Jan 1st 1895, $364.00, and from Jan 1st 1896 $728.00 and from Jan 1st 1897, on $900.00 and interest at 6% per annum

State of Ohio, Union County, ss.

Edward Shaver being Sworn says, the foregoing allegations are as he believes true

Edward Shaver.

No 7612
Affidavit

Sworn to and Subscribed in my presence this 14th day of Nov. 1898,

Charles F. Monroe
Notary Public

No 7612
Precipe

To the Clerk

Issue Summons for the defendant - To the Sheriff of Union County returnable according to law.

Wm F Hoopes Attorney for Plaintiff

November 23rd 1898, The following Summons was issued by the Clerk and delivered to the Sheriff of Union County, Ohio, to-wit:

No 7612
Summons.

The State of Ohio
Union County

Summons

To the Sheriff of Union County.

You are hereby Commanded to Notify Albert Burkham Administrator of Celesta Mitchell that he has been Sued by Edward Shaver and Isola Shaver, in the Court of Common Pleas of Union County, and Must answer by the 24th day of December A.D. 1898, or the Petition of the said Plaintiff will be taken as true, and judgment rendered accordingly.

You will Make due return of this Summons on the 5th day of December, A.D. 1898,

Witness my hand and the Seal of said Court this 23rd day of November, A.D. 1898

(Seal)

J. M. Gosnell Clerk

No 7612
Return of Summons

November 29th 1898, The following return was made on the above Summons, To-wit,

Sheriff's Return

The State of Ohio
Union County ss

| | | |
|---|---|---|
| Sheriffs Fees | | |
| Service & Return | | |
| Mileage | | |
| Copy | | |
| Total | | |

Received this writ Nov. 26th A.D. 1898 at 8. O'Clock A.M. and Served Same by delivering a true and certified copy of this writ with all of the Endorsements thereon to Albert Burnham by leaving a copy at his usual place of Residence on Nov 28th 1898,

J Ed Robinson Sheriff
By Allen Harris, Deputy

No 7612
Motion

January 10th 1899. The following Motion of Anna May. Scott was filed To-wit.

Edward Shaver et al
vs
Albert Burnham adm.r

Court of Common Pleas
of Union County. Ohio.

Anna Mary Scott Now Comes and Makes her Motion to the Court to be Made a party defendant in this case for the reason that She is an interested party in the property attempted to be charged with this Claim

Robinson & Woodburn Attorneys for
Anna Mary. Scott.

---

No 7612
Answer

March 20th 1899. The following answer of Albert Burnham was filed in the Clerks Office. To-wit:

Edward Shaver
Plaintiff
vs
A. Burnham Adm.r
Defendant

Court of Common Pleas
Union County. Ohio.

Answer.

The Defendant Now comes and for his answer herein to the Petition of the Plaintiff Says, that Each item charged therein is bared by the Statute of Limitation. Six years prior to the date of November 22nd 1898.

This Defendant denies each and every Allegation contained in Said Petition except that he is the Administrator of the Estate of Celesta Mitchell "Deceased"

D W. Ayers Attorney for
Defendant.

State of Ohio
Union County ss

A. Burnham being first duly Sworn Says that the facts Stated and Allegations Contained in his foregoing answer are true as he believes.

A. Burnham.

Sworn to before me and Signed in my presence this 20th day of March. 1899.

Seal

J N Gosnell
Clerk of Court

---

June 19th 1899. The following amended answer was filed To-wit.

Edward Shaver and
Isola Shaver. Plaintiffs
vs
Albert. Burnham.
Administrator of the
Estate of Celesta Mitchell
"Deceased" Defendant

Court of Common Pleas
Union County. Ohio

Amended Answer.

The defendant Now Comes and for his amended answer herein Says. That each item Charged in the Petition of the plaintiff is bared by the Statute of Limitation of the State of Ohio, for the time of Six years prior to the date of Nov 22nd 1898. = This defendant denies each and every other allegation Contained in Said Petition except that he is the Administrater as therein alledged.

This defendant Says that the Said plaintiff have been fully paid for any and all boarding and Services rendered by them to the Said Celesta Mitchell "deceased" by payments in Money. Provisions and use of Said Celesta Mitchells residence. and Valued worth $120.00 per year.

This defendant denies that the Said Celesta Mitchell "deceased" Executed and delivered to the Said plaintiffs the paper Writing Set forth in the plaintiffs Amended Petition and Says the Same was never Executed by her.

This defendant Says that Some time in the Month of February 1898. J. P. Martin Was appointed Guardian for the Said Celesta Mitchell deceased and Continued to be her Guardian Until the Month of May. 1898, and Until the death of Said Celesta Mitchell.

That prior to the Appointment of Said Martin as Such Guardian, the Said Celesta Mitchell was in good health. and done her own household Work. and caring for herself. Except for Some time prior to the Appointment of Said Martin as her Guardian the time this defendant is Unable to State the Said Celesta Mitchell employed the Plaintiff to get her breakfast for her and was to and did pay them the Sum of Seventy five Cents per Week for the Same.

This defendant Says that the Plaintiff occupied Nearly all of a large dwelling house and grounds. and barn of the Said Celesta Mitchell. and that the latter used a Small room in the Same Since the year. 1888. and that the Said Plaintiffs have never paid any rent to the Said Celesta Mitchell for the use of Said. Dwelling. grounds. and Barn. and that the Same was Worth annually the Sum aforesaid.

Wherefore this defendant asks judgment for the Sum of Six Hundred. Dollars against the Plaintiff herein with interest.

D W. Ayers. Attorney for. Defendant

State of Ohio
Union County } ss

Albert Burnham the above named defendant being first duly Sworn, Says the facts Stated and allegations Contained in his foregoing answer are as he believes true

A. Burnham.

Sworn to before me and Signed in My presence this 19th day of June 1899.

(Seal) J. H. Gosnell Clerk

No 7612 Entry

No 7612 Entry

No 7612 Reply

June 19th 1899. The following Reply was filed in the Clerks office. Ent.

Edward Shaw et al.
vs
Albert. Burnham } Court of Common Pleas. Union County, Ohio.

The Plaintiff for reply herein. Says. they admit. J. P. Martin was appointed Guardian of Celesta Mitchell but deny each and Every other allegation as made. Said Plaintiffs Say they lived in Said Mitchells house for Eleven years. but Say they paid all rents in full to March the 22nd 1894 and that Since that date have paid. 1894. March 28th $9.85 April 15th $10.00 May 26th $18.95 June 14th $5.00. June 17th 2.00. July 12th $10.00. Total $55.80

Said Plaintiffs deny that the use of Said property was not Worth $120.00 per year. and was not worth More than $86.00 per annum:-- Said Plaintiffs deny that Said Mitchell Ever furnished any provisions. and that all Money

received from said Mitchell has been credited to said Mitchell. Said Plaintiffs denie each and every other allegation not herein admited. and pray as in their Said Petition

W. P. Hoopes Attorney for Plaintiffs

State of Ohio
Union County ss

Edward Ohaver. one of the plaintiffs herein being Sworn Says the allegations of the foregoing reply are as he believes true.

Edward Ohaver.

Sworn to and Subscribed in my presence this 19th day of June 1899.

(Seal)

J. M. Gosnell
Clerk

No 7612
Entry

June 19th 1899. The following Entry was filed in the Clerks Office To-wit

Edward Ohaver et al
vs
Albert Burnham. Admr

Entry

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

(1) Geo. P. Zwerner. (2) Burt McLaughlin (3) Chas Hamilton (4) J. B. Galoway (5) Solomon Bulg. (6) Albert Carr (7) Wm Lawrence (8) Wm Barbour. (9) F. J. Lovell (10) J. H. Ryan. (11) W. L. James (12) Ray G. Morse. who were duly impaneled and Sworn according to law. and after hearing the Evidence, adduced the hour of adjournment having arived this Cause is Continued until 9. o'clock tomorow. Morning.

No 7612
Entry

June 20th 1899. The following Entry was filed in the Clerks office. To-wit.

Edward Ohaver et al.
vs
Albert Burnham. Admr

Entry.

This day again came the parties by their attorneys. also came the following named Jurors. To-wit.

(1) Geo P. Zwerner (2) Burt McLaughlin (3) Chas. Hamilton (4) J. B. Galaway. (5) Solomon. Bulg (6) Albert Carr. (7) Wm Lawrence (8) Wm Barbour. (9) F. J. Lovel (10) J. H. Ryan. (11) W. L. James. (12) Ray G. Morse. who were heretofore duly impaneled and Sworn according to law. and after hearing the arguments of Counsil 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,

Copy of Verdict.

No 7612
Verdict

## Verdict for Plaintiff

The State of Ohio
Union County ss

Court of Common Pleas

Edward Ohaver et al
vs
Albert Burnham Admr
of the Estate of Celesta Mitchell "dec'd"

April Term. June 20th 1899
Suit action
Verdict for Plaintiff.

We the Jury. being impaneled, Sworn and affirmed. find the issues in this case in favor of the Plaintiff. and assess the amount due to the Plainliffs from the defendant. Albert Burnham. as administrator of the Estate of Celesta Mitchell "dec'd. at the Sum of. One Hundred and Eighty Seven Dollars and twenty Cents (C$187.20)
Dated June 20th 1899.

J. H. Ryan Foreman.

No 7528
Petition

June 20th 1899. The following Entry was filed in the Clerks Office To-wit,

No 7612
Entry

Edward Ohaver and
Isola Ohaver. Plaintiffs
vs
Albert. Burnham. admr
of The Estate of Celesta Mitchell
"deceased" Defendants

Court of Common Pleas.
Union County. Ohio.

This cause coming on for hearing on the Motion of the defendant to Set aside the Verdict. and for a new trial herein. The Court on Consideration thereof overrule the Same. to which decision. defendant then and there Excepted.

It is therefore Considered by the Court that the Said Plaintiffs recover from the Said defendant the Said Sum of One hundred and Eighty Seven and 20/100 Dollars as heretofore by the Verdict of the Jury found due them. Together with his Costs herein expended. to all of which. Judgment and ruling of the Court the defendant by his Counsil then and there Excepted.

Attest J N Gosnell Clerk

Plaintiff.

d affirmed. find
due to the
or of the Estate
ven Dollars
oreman,
Nice To-wit,
Ohio.
the Motion of
rein. The
ision, defendant
tiff recover
hty Seven and 20/100
gather with his
f the Court the

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow. Judge of said Court of the Term of April. To-Wit on the 19th day of June in the year of our Lord One Thousand Eight Hundred and Ninety Nine

Be it remembered that heretofore To-Wit: on the 26th day of March A.D. 1898. Mertie Gordon filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Mary Morse et.al. To-wit:

No 7528 Petition

Mertie Gordon---Plaintiff
VS
Mary Morse. Opal Gamble.
and Alta Gamble = Defendants

Court of Common Pleas. Union County. Ohio.

Petition for Partition

Your petitioner. Mertie Gordon. of Union County. and State of Ohio, respectfully represents to the Court and Says. that the plaintiff together with the said Mary Morse, Opal Gamble, a Minor over 14. years of age, and Alta Gamble a Minor Under the age of 14. years. the two latter Minors residing in Said County of Union, and the said Mary Morse who resides in Youngstown Mahoning County Ohio. are Seized of an Estate as Tenants in Common. in the following lands and Tenements Situate in the Said County of Union and described as follows:

Situate in Dover Township. Union County, Ohio, and in Survey No. 5869.

1st = Tract. = Being the Undivided. Two thirds of the following described premises. To. Wit:= Beginning at a Stone in the North line of the said Survey. and with the East corner of Lot No 2 of the partition of the lands of William Fogle deceased, as recorded on page 82 of Vol 18. of the records of the Court of Common Pleas of Union County, Ohio; Thence. With said Survey line. N. 0 '82 1/2 Min. E. 89. and 48/100 poles to a Stone; Thence S. 7 1/2 deg. E. 83 and 79/100 poles to a Stone in the South line of Lot No 10. of the said division of said Survey No. 5869; Thence with said line and the lines of Lot No. One of Said Sub-division. S. 82. deg. W. 89 and 84/100 poles to a Stone in the South East Corner to Said Lot; No. 2; Thence With the East line of Said Lot N 7. and 1/2 deg. W. 84 and 8/100 poles to the place of Beginning. Containing 20 7/10 acres more or less and being part of Lot No. One and No. Two. of the Sub-division of said Survey=

The above undivided two thirds to be Taken off west Side of Said premises. in Such Manner that the division line thereof, and the lines of the East and West Sides Shall be parallel: the amount herein Conveyed being 13 and 9/10 acres more or less

Second. Tract:= Situate in Union County and State of Ohio. and in Survey No. 5869;= Beginning at a Stone in the North line of Said Survey and North East Corner to Lot No one. of the division of the Said Fogle land; Thence with Said Survey line N. 82. 1/2 deg. E. 76 and 40/100 poles to a Stone; Thence S. 7 1/2 deg. E 84 8/100 poles to a Stone in the South line of No. one of the Sub-division of Said Survey No. 5869; Thence with Said line S. 82. deg W. 36 79/100 poles to a hickory South East Corner to Lot No. one. of the partition of the lands of Said Fogle; Thence with the east line of Said Lot No. one N. 7 1/2 deg. W. 84. 49/100 poles to the beginning Containing 19 acres and 2/10 acres More or less. and being a part of Lot No. one. of the Sub-division of Survey No 5869.

Your petitioner further represents that She has an Estate in fee-Simple in the Said premises. being the one Equal Undivided Fourth part thereof. and that Said Mary Morse, Opal Gamble and Alta Gamble has Each an Estate in fee-

Simple, of an Undivided one fourth part thereof.

Your Petitioner desiring to hold her said interest in Severality prays that your petitioners interest in said premises May be set off to her in Severality; and if the same cannot be done without Manifest injury, then that said premises be Sold, or other order Taken, pursuant to the Statute in Such case Made and provided

Robt McCleary Attorney for Plaintiff

The State of Ohio
Union County

Mertie Gordon, the plaintiff herein, being duly Sworn, Says that the Statements and allegations in the foregoing petition are true as She verily believes

Mrs H. H. Gordon.

Sworn to before me and Subscribed in my presence by Mertie Gordon this 26th day of March, 1898.

F. A. Thompson Notary Public
Union County Ohio

No 7528
Waiver of Precso

March 26th 1898. The following Precipe for Summons was filed in the Clerks Office, To-wit:

No 7528
Precipe

Union Common Pleas

Mertie Gordon, Plaintiff
vs
Mary Morse et al, Defendants } To Clerk

No 7528
Precipe

Issue Summons in the above Entitled Case to Sheriff of Union County returnable according to law, for Opal Gamble a Minor over 14 years and Alta Gamble a Minor Under 14 years of age Endorse Partition

R. McCleary, Attorney for Plaintiff

March 26th 1898. The following Summons was issued and delivered to the Sheriff of Union County Ohio, To-wit:

No 7528
Summons

Summons.

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

No 7528
Summons

You are hereby Commanded to Notify Opal Gamble a Minor over 14 years of age, and Alta Gamble a Minor under 14 years of age that they have been Sued by Mertie Gordon in the Court of Common Pleas of Union County, and must answer by the 25th day of April A. D. 1898, or the petition of the said Plaintiff will be taken as true, and Judgment rendered accordingly.

You will Make due return of this Summons on the 4th day of April A.D. 1898.

Witness My hand and the Seal of said Court this 26th day of March, A.D. 1898.

J. N. Gosnell Clerk.

No 7528
Return on Summons

March 29th 1898. The following return on above Summons was Made by the Sheriff of Union County To. wit:

The State of Ohio
Union County

Sheriffs Return

| | $ | cts. |
|---|---|---|
| Sheriffs fee | | |
| Levi and Return | | 80 |
| Mileage | | 64 |
| Copies | | 45 |
| Total | $1 | 89 |

S. E. Gamble Personally on March 29th 1898

Received this Writ March 28th A.D. 1898, at 8. O'Clock A.M. and Served Same by Delivering a true and Certified Copy of this writ with all of the endorsments thereon to Opal Gamble and Alta Gamble personally. Alta Gamble being a Minor Under the age of fourteen years having no Guardian a Copy was given to her Father Under whose Care and guidiance She now is

J. Ed. Robinson Sheriff.

---

No 7525 Waiver of Process

May 2nd 1898. The following Waiver of process was filed in the Clerks office To-wit.

Mertie Gordon = Plaintiff
vs
Mary Morse et al. Defendants

Court of Common Pleas Union County Ohio.
Petition for Partition of Lands

We the Undersigned parties defendant in the Matter of the Petition of Mertie Gordon for the Partition of the lands of which She is a tenant in common with Mary Morse. Alta Gamble and Opal Gamble, and in which the said Mertie Gordon is Plaintiff, and the others are defendants, and Consent to the Partition of said premises in said Petition Mentioned and as prayed for, and that said Petition may be heard at such time as may be by the Court Ordered, and we Waive all questions of time

H H. Gordon
Mary Gamble Morse

---

No 7526 Precipe

May 7th 1898. The following Precipe for Summons to the Sheriff of Delaware County Ohio was filed in the Clerks office To-wit:

Mertie Gordon = Plaintiff
vs
Mary Morse et al. Defendants

Union Common Pleas
To Clerk

Issue Summons in the above entitled case to the Sheriff of Delaware County returnable according to law for A.B. Morse. Endorse. Partition

R. McGlory. Attorney for Plaintiff

---

No 7527 Summons

May 7th 1898. The following Summons was issued to the Sheriff of Delaware County Ohio To-wit:

Summons

The State of Ohio
Union County ss

To the Sheriff of Delaware County.

You are hereby Commanded to Notify A.B. Morse that he has been Sued by Mertie Gordon in the Court of Common Pleas of Union County, and Must answer by the 4th day of June A.D. 1898 or the Petition of the said Plaintiff will be taken as true and Judgment rendered accordingly

You will Make due return of this Summons on the 16th day of May A.D. 1898.

Witness My hand and the Seal of said Court this 7th day of May. A.D. 1898.

J N. Gosnell Clerk
By Jno A Gosnell Deputy

No 7528 Cross Petition

May 17th 1898 The following return was made on the above Summons by the Sheriff of Delaware County Ohio.

No 7528 Sheriffs Return

The State of Ohio, Delaware County ss

Sheriffs Return

Received this writ 17th day of May A.D. 1898. at 1.0'clock P.M. and failed to find the Person named in My Bailiwick

Stephen P Thrall Sheriff

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 25 |
| Mileage | | 32 |
| Copy | | 25 |
| Total | | 82 |

May 18th 1898. The following Summons was issued to the Sheriff of Delaware County Ohio - To-wit:

No 7528 Summons

Summons.

The State of Ohio, Union County ss

To the Sheriff of Delaware County.

You are hereby commanded to Notify A.B. Morse that he has been sued by Mertie Gorden in the Court of Common Pleas of Union County. and Must answer by the 18th day of June A.D. 1898, or the Petition of the said Plaintiff will be taken as true. and Judgment rendered accordingly.

You will Make due return of this Summons on the 30th day of May A.D. 1898

Witness My hand and the Seal of said Court this 18th day of May. A.D. 1898.

J M Gosnell Clerk

May 19th 1898. The following return was made on the above Summons by the Sheriff of Delaware County Ohio - To-wit

No 7528 Sheriffs Return

The State of Ohio, Delaware County ss

Sheriffs Return

Received this writ May 18th A.D. 1898. at one. O'clock P.M. and Served Same by leaving for the defendant A.B. Morse at his usual place of residence a true and duly Certified Copy of this writ with all the indorsements thereon

Stephen P Thrall. Sheriff of Delaware County Ohio

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Mileage | | 32 |
| Copy. | | 25 |
| Total | $1 | 07 |

No 7528 Entry

May 22nd 1898 The following Entry was filed in the Clerks office To-wit.

Mertie Gorden = Plaintiff

V S

Mary Morse et al. Defendants

Entry

It is ordered by the Court that R. L. Woodburn be and he is hereby appointed by the Court Guardian for the Suit for Opal Gamble, a Minor over 14 years old, and Alta Gamble a Minor under 14 years old, the infants defendants Named in the petition herein, and the Said R. L Woodburn appeared in Open Court and accepted said appointment

No 7528 Answer of Guardian Ad Leitem

No 7528
Cross Petition

June 25th 1898 The following answer and cross Petition of C.H. Huston and E.K. Drennen Assignees. was filed with the Clerk of Court, To wit

Mertie Gordon = Plaintiff
VS
Mary Moore et al. Defendants

In Union County. Common Pleas Court,
Cross. Petition

Now Comes C.H. Huston and E.K. Drennen. Assignees. of the Tate Gunsaulus Company. and asks the Court to be made party defendants herein. and for leave to file their cross Petition.

Defendants say that on or about the 5th day of January 1898. The Tate Gunsaulus Company. Made an assignment for the benefit of their Creditors to C.H. Huston and E.K. Drennen. and that on the 12th. day of January. 1898. they were duly qualified as Such Assignees. and Entered Upon their duties.

Defendants for their Cross Petition Say. that on or about April 19th. 1893 one Samuel E. Gamble. Was the owner of the real estate described in Plaintiffs Petition. and that on the 18th day of April. 1893. he executed and delivered to the Tate Gunsaulus Company his Mortgage Deed. Conveying the premises in the Petition described. to said Company. for the purpose of Securing the payment of two promissory Notes. dated. April 18th 1893. one in amount of $100.00 due one year after date. and one in amount of $25.00 due January 1st 1894. That said Notes bears interest at the rate of 8%.

Defendants further Say. that on the 19th day of April. 1893. Said Mortgage was duly left for record with the Recorder of Union County. and was on the 25th day of April 1893. recorded in Vol. 26. page 480 of Said records.

That No part of the Same has been paid. and that there is now due and owing Said defendants. the Sum of $212.88 with interest at. 8% from and after this date.

Answering defendants further Say. that because of their Said Mortgage Said Claim is the first and best lien upon Said premises so described in Said Petition.

Wherefore. defendants pray that Said property may be Sold and their Claim first paid out of the proceeds of Sale.

J C Lasee Attorney for Defendants.

State of Ohio
Richland County ss

C.H. Huston Says that he is one of Said Assignees. and that the Matters and facts as above Set forth are true as he Verily believes.

C H. Huston.

Sworn to and Subscribed before me this 22nd. day of June 1898

C H McClellan. Notary Public
Richland County Ohio

Notary Fee 40 cts

The Undersigned Plaintiff and Defendants hereby consent that C.H. Huston and E.K Drennen Assignees of the Tate Gunsaulus Company be made party defendants and that leave of Court be given to file Cross-Petition

Robt McCleery. Attorney for Plaintiff

No 7528
Answer of Guardian Ad Litem

May 2nd 1899. The following answer of Guardian. Ad-Litem filed To-wit:

Mertie Gordon - Plaintiff
VS
Mary Moore et al Defendants

Court of Common Pleas. Union County Ohio

Answer of Guardian. Ad-Litem

And Now Comes. R Le Woodburn and as Guardian. Ad-Litem for the Suit for the Minors defendants Opal Gamble. and Alta Gamble Says that he denies all Material allegations of the Petition prejudicial to said Minor defendants,

R L Woodburn.

State of Ohio
Union County ss

R L Woodburn being duly Sworn Says that he was appointed Guardian Ad Litem for this Suit. for the said Minor defendants, and that the foregoing allegations are so he believes true

R L Woodburn Guardian Ad-Litem

Sworn to Before Me. by R L. Woodburn as guardian ad-litem. and by him Subscribed in my presence this 2nd day of May. A.D 1898

(Seal)

Jno A. Gosnell. Deputy Clerk of the Court of Common Pleas

No 7528 Entry

May. 3rd 1898. The following Entry was filed in the Clerks office To-wit

Mertie Gordon = Plaintiff
vs
Mary Morse et al Defendants

Court of Common Pleas Union County. Ohio.
Entry

This Cause Came on to be heard on the Petition. The answer of the Guardian ad-Litem. for the Suit for said Minor defendants. and the pleadings and records in the 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. pendancy. and demand of said action against them. as required by law. and that 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. that by the Oaths of Chas Kennedy. Wild H. Bonnett and Wm Sanders. Judicious disinterested freeholders of the Vicinity. Upon actual View of the premises, Partition be Made of said lands in the following proportions To-wit: To the said Mertie Gordon Plaintiff one Equal forth part Thereof. and to Mary Morse. Opal Gamble and Alta Gamble. Each the one fourth part thereof if the Same can be divided without 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 issue to the Sheriff of Union County Commanding him to cause said Partition to be Made accordingly.

No 7528 Writ of Partition

April 12th 1898. The following Writ of Partition was issued by the Clerk and delivered to the Sheriff of Union County. Ohio. To-wit:

The State of Ohio
Union County ss

Writ of Partition
To the Sheriff of said County.

Pursuant to an order of our said Court of Common Pleas within and for the said County. at the April Term A.D. 1898 in a Civil action therein pending (for Partition) wherein Mertie Gordon the Plaintiff. and Mary Morse. Opal Gamble. and Alta Gamble the Defendants

You are hereby Commanded that by the Oaths of Charles Kennedy. Will H. Bonnett and William Sanders three judicious and disinterested freeholders of the Vicinity who are not of kin to either of Said parties, and who appointed by the Court as Commissioners for Such purpose you cause Partition to be Made of the following described real Estate, To-wit:

Situate in Dover Township, Union County, Ohio, and in Survey No 5869

1st Tract:= Being the Undivided Two-Thirds of the following described premises To-wit:= Beginning at a Stone in the North line of the Said Survey, and with the East Corner of Lot No 2 of the Partition of the lands of William Fogle "deceased" as Recorded on page 82. of Vol 18 of the records of the Court of Common Pleas of Union County, Ohio: Thence with Said Survey line N.O. 82½ Min E.39 & 48/100 poles to a Stone: thence S. 7½ deg E. 83 & 70/100 poles to a Stone in the South line of Lot No.10 of the Said division of Said Survey No. 5869: Thence with Said line and the lines of Lot No One of Said Sub-division S. 82 deg W. 39 & 48/100 poles to a Stone in the South East corner to Said Lot No 2: Thence with the East line of Said Lot N. 7 & 1/2 deg W. 84 & 8/100 poles to the place of beginning, Containing 20 7/10 acres More or less, and being part of Lot No. One and No. Two of the Sub-division of Said Survey:= The above Undivided Two-thirds to be taken off the West Side of Said premises, in Such Manner that the division line thereof, and the lines of the East and West Sides Shall be parallel:- The amount herein contained being 13 & 9/10 acres More or less

Second Tract:= Situated in Union County, and State of Ohio, and in Survey No 5869:= Beginning at a Stone in the North line of Said Survey, and North East Corner to Lot No one, of the division of the Said Fogle land: Thence with Said Survey line N. 82½ Deg. E. 36 & 40/100 poles to a Stone: Thence S. 7½ Deg. E. 84 8/100 poles to a Stone in the South line of Lot No. One of the Sub-division of Said Survey No. 5869: Thence with Said line S. 82 Deg. W. 36. 40/100 poles to a Hickory South East Corner to Lot No. One, of the Partition of the lands of Said Fogle: Thence with the East line of Said Lot No one N. 7½ Deg W. 84 40/100 poles to the beginning, Containing 19 7/10 acres More or less, and being a part of Lot. No. One of the Sub-division of Survey No. 5869, among the persons Named herein, and in the following proportions, to-wit:

To-Mattie Gordon one Equal fourth ---------- Part
To-Opal Gamble one Equal fourth ---------- Part
To-Alta Gamble one Equal fourth ---------- Part
To-Mary Morse one Equal forth ---------- Part

"But if 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 hand and the Seal of Said Court of Common Pleas, at the Court House in Marysville Ohio 12th day of April A.D. 1899.

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

No 7528
Writ of
Partition

May. 16th 1898 The following return was made by the Sheriff on Writ of Partition to-wit:

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Mileage | 1 | 92 |
| Executing Writ | 1 | 00 |
| Swearing Com | | 25 |
| Report of Com | | 25 |
| Return | | 25 |
| Total | $ 3 | 92 |
| Commissioners Fees | | |
| J C. Kenedy | 1 | 00 |
| Will H. Bennett | 1 | 00 |
| W S Sanders | 1 | 00 |

Sheriffs. Return

As Commanded by the foregoing Writ of Partition I have Executed the Same by the Oaths of Charles Kennedy Will H Bennett and William S Sanders Causing Said Partition to be Made, as will appear by the Report of the Commissioners herewith returned

Given Under My hand this 16th day of May A.D. 1898

J Ed Robinson Sheriff.

No 7528
Entry

Commissioners Report

No 7528
Commissioners
Report

The State of Ohio. Union County ss

Mattie Gerdon. Plaintiff
against
Mary Mercer et al Defendants

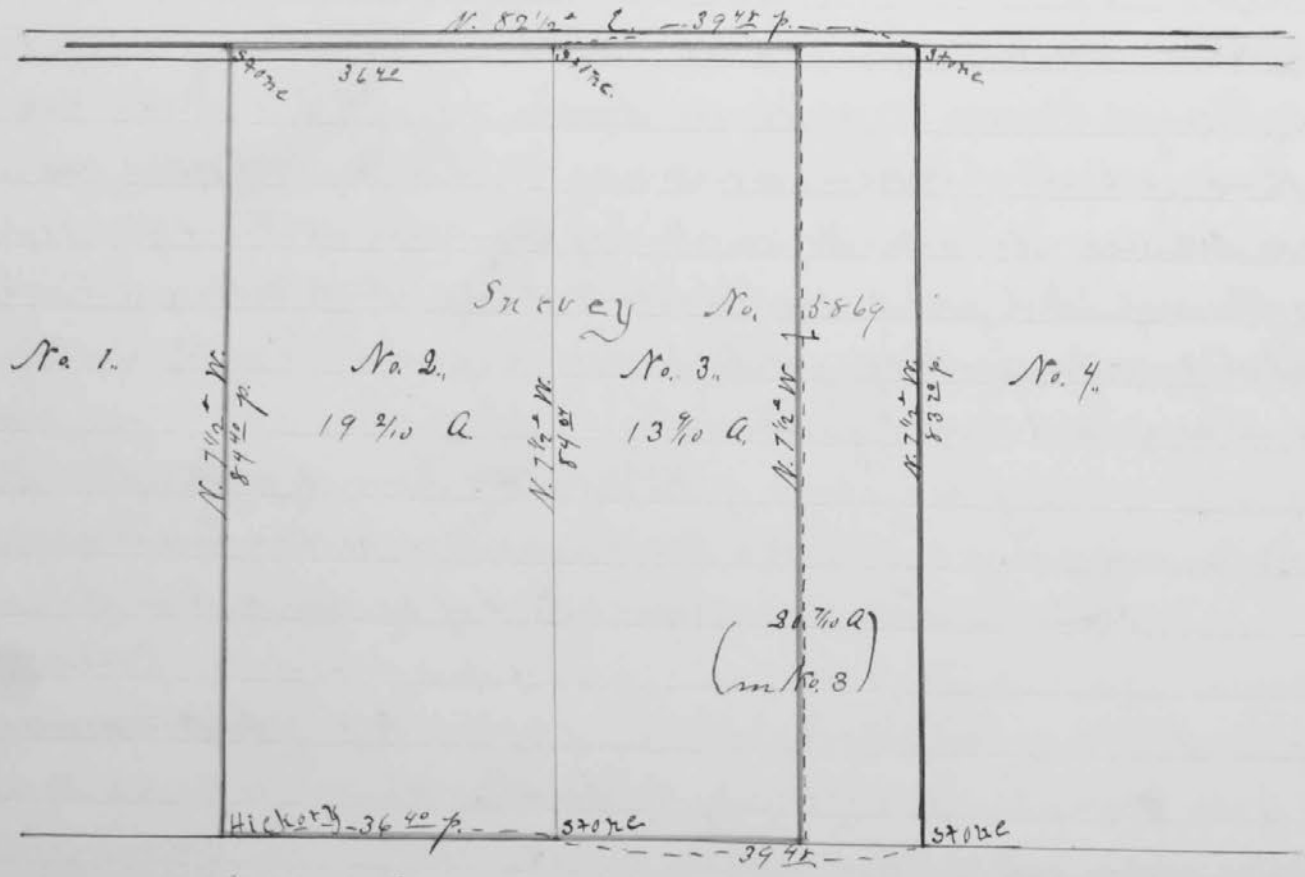
Court of Common Pleas
In Partition

According to the demand of the Writ of Partition in this Case issued. and on the Call of the Sheriff of Said County. we the Undersigned. Commissioners. after being first duly Sworn. and upon actual View of the premises. We are of opinion that the said real Estate cannot be divided according to the demand of the Writ without Manifest injury to Value thereof. and we do estimate the Value of the Same at $36.00 per acres. Making a total of $1191.60

Given Under our hands this 16th day of May A.D. 1898

Charles Kenedy
Will H. Bennett — Commissioners
Williams Sanders

No 7528
Order of Sale
in Partition




Court Record No. 18, Page 88.

t of Partition &c-ent.

tition. I have
ody Will A
Said Partition
mmissioners

day of May A.D. 1898

on Sheriff.

unty ss

Partition in this
esigned, Comm-
e premises. We
to the demand
e Value of the

May A.D. 1898

mmissioners

No 7528
Entry

May 17th 1898 The following Entry Confirming Commissioners Report was filed in the Clerks Office &c-wit:

Mertie Gordon = Plaintiff
vs
Mary Morse et al. Defendants

Court of Common Pleas. Union County, Ohio.
Confirmation of Commissioners Report.

This Cause coming on for hearing upon the return of the Sheriff, and the Report of the Commissioners Heretofore appointed herein, and on Motion to Confirm the Same.

And it appearing that Said estate cannot be divided by Metes and bounds without injury to the Value thereof, and that Said Commissioners have Made and returned their appraisment thereof, in the Sum of $1191.00 The Court find that the Said return and proceedings in all respects Correct and in Conformity to law, and do therefore approve and Confirm the Same.

And thereupon neither of Said parties Electing to take the Said estate at the appraised Value thereof, 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 on Motion and for good Cause Shown, it is ordered that Said Sale be Made for one third Cash in hand, one third in one, and one third in two years with Mortgage Security on Said premises for the defered payments.

And the Sheriff is ordered to return his proceedings to this Court without Unnecessary delay.

May. 17th 1898. The following order of Sale was issued by the Clerk and delivered to the Sheriff of Union County, Ohio, &c-wit,

No 7528
Order of Sale
in Partition

The State of Ohio
Union County ss

Order of Sale in Partition
To the Sheriff of Said County = Greeting

In pursuance of the order of our Court of Common Pleas, Within and for the County of Union at the April Term A.D. 1898 in a certain Petition for Partition, Now pending in Said Court, Wherein Mertie Gordon, Petitioner, and Mary Morse et. al. Respondents, We Command you that without delay you proceed to Sell at public auction the lands and Tenements in Said Partition described, &c-wit:

Situate in Dover Township, Union County, Ohio, and in Survey, No 5869,

1st Tract = Being the Undivided two-thirds of the following described premises, &c-Wit:= Beginning at a Stone in the North line of the Said Survey, and with the east Corner of lot No 2 of the partition of the lands of William Vogle "deceased" as recorded on page 82 of Vol. 18 of the records of the Court of Common Pleas of Union County, Ohio; Then with Said Survey line N. 82½. E. 89 70/100 poles to a Stone; Thence S. 7½. E. 88 70/100 poles to a Stone in the South line of lot No 10 of the Said division of Said Survey No 5869; Thence with Said line and the lines of lot No 1 of Said Sub-division S 82° W. 89 78/100 poles to a Stone in the South East Corner to Said lot No 2; Thence with the East line of Said lot N. 7½° W. 87 8/100 poles to the place of beginning Containing 20 7/10 acres More or less, and being part of lot No 1 & No 2. of the Sub-division of Said Survey. The above Undivided Two-Thirds to be taken off west Side of Said premises in Such Manner that the division line thereof and the lines of the East and West Sides Shall be parallel, the amount herein Conveyed being 13 & 9/10 acres, More or less.

2nd Tract:- Situated in Union County and State of Ohio. and in Survey No 5869.- Beginning at a Stone in the North line of said Survey and North East corner to Lot No 1 of the division of the said Fogle land; Thence with said Survey line N. 82½° E. 36 40/100 poles to a Stone; Thence S. 7½° E. 84 8/100 poles to a Stone in the South line of Lot No. 1 of the Sub-division of said Survey No 5869; Thence with said line S. 82° W. 36 40/100 poles to a hickory South East corner to lot No 1 of the partition of the lands of said Fogle; Thence with the East line of said lot No 1. N. 7½° W. 84 40/100 poles to the beginning containing 19 3/10 acres More or less and being a part of Lot No 1. of the Sub-division of Survey No 5869.

Appraised at $1191 00 and that your proceedings in the premises you make known to our said Court of Common Pleas within Sixty days from the date hereof and have you then and there this writ.

Witness my hand and the Seal of said Court at Marysville this 17th day of May A.D. 1898.

J N Gosnell Clerk

By Jno A. Gosnell Deputy Clerk

No 7528 Return on Order of Sale

June 18th 1898. The following return was made by the Sheriff on the above order of Sale To-wit

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Mileage | | 16 |
| Copy to Printer | | 25 |
| Ramdage | 5 | 95 |
| Return | | 25 |
| Total | 6 | 86 |
| Deed & Revenue | 5 | 25 |
| Stamp for Deed | 1 | 00 |
| Painters Fee | 24. | 00 |

As Commanded by this Writ. I have caused the lands and tenements herein described. to be duly advertised for thirty days next preceding the day of Sale in the Marysville Tribune, a Newspaper printed and of general circulation in Union County, Ohio, and on the 18th day of June A.D. 1898, 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 appeared Martha Moore who bid for the Same the Sum of Seven Hundred & Ninety Seven & 70/100 Dollars ($797 70/100) and 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.

No 7528 Notice of Sheriffs Sale and its Proof

July 5th 1898. The following Notice of Sheriff Sale and its Proof of Publication was filed in the Clerks Office To-wit.

Sheriffs Sale

Merlie Gordon
VS
Mary Morse et al.

Robt McCleery Attorney

On Order of Sale in Partition

Court of Common Pleas Union County. Ohio.

By Virtue of the above Staled writ to me directed from the Court of Common Pleas of Union County Ohio. I will offer for Sale at the North door of the Court house in Marysville Ohio on Saturday June 18th 1898. at or about the hour of one. O'clock P.M. on said day the following described real Estate to-wit.

"Situated in the Township of Dover County of Union and State of Ohio and in Survey No 5869:. First Tract being the Undivided two-Thirds of the following described premises to-wit.- Beginning at a Stone in the North

No 7528 Cross Petition of Chas E. Wharton

line of the said Survey. and with the East Corner of lot No 2. of the partition of the lands of Wm Fogle deceased as recorded on page 82 of Vol 18 of the Records of the Court of Common Pleas of Union County, Ohio: Thence with said Survey line N. 82½. E. 85.4/100 poles to a Stone. Thence S. 7½°. E. 85 7/100. poles to a Stone in the South line of lot No 10. of the said division of said Survey. No 5869.: Thence with said line. and the line of lot No. 1. of said Sub-division. S. 82° W. 89.4/100 poles to a Stone in the Southeast Corner to said lot No 2: Thence with the East line of said lot. N. 7½°. W. 84. 8/100 poles to the place of beginning. Containing 20 1/10 acres More or less. and being part of lot No. 1. and No 2. of the Sub-division of said Survey. The above undivided two thirds to be taken off West Side of said premises in such Manner that the division line thereof and the lines of the East and West Sides shall be parallel. the amount herein Conveyed being 13 1/10 Acres More or less.

Second Tract:- Situated in Union County. and State of Ohio. and in Survey No 5869. "Beginning at a Stone in the North line of said Survey and Northeast Corner to lot No. 1 of the division of the said Fogle land; Thence with said Survey line N. 82½° E. 36.4/100 poles to a Stone; Thence S. 7½°. E. 48 8/100 poles to a Stone in the South line of lot No. 1. of the Subdivision of said Survey. No 5869.: Thence with said line S. 82° W. 36 4/100 poles to a hickory Southeast Corner to lot. No. 1. of the partition of the lands of said Fogle: Thence with the East line of said lot No 1. N. 7½° W. 84 4/100 poles to the beginning. Containing. 19 2/10 acres More or less. and being a part of lot No 1. of the Subdivision of Survey No. 5869.

Appraised at $1191.60

Terms of Sale- One. Third cash in hand, one Third in one year, and One Third in two years. deferd payments to be Secured by first Mortgage on the premises, and to draw 6 per cent interest from day of Sale

May 18th 1898. .5- W.

J Ed Robinson Sheriff
Union County Ohio.

The State of Ohio Union County, ss.

The Undersigned being duly Sworn. Says that a copy of the annexed Notice was published for 5. Consecutive Weeks in the Marysville Tribune a Newspaper of general Circulation in the County of Union the first publication beginning With May. 18th 1898.

W. O. Shearer.

Sworn to and Subscribed before Me this 5th day of July 1898

J Wisnell Clerk

Printers Fees $ 24cts

September 20th 1898 The following Cross Petition of Chas E Wharton was filed in the Clerks office To-wit:

No 7528
Cross Petition of
Chas E. Wharton

Mertie Gordon. Plaintiff
vs
Mary Morse et al. Defendants

Court of Common Pleas.

And Now Comes C. E Wharton by way of Cross-Petition and Says that on the Eleventh day of March. 1898. that Samuel E. Gamble did Make a Quit Claim Deed on the peices of land as described in Plaintiffs Petition assigning and transfering all his right. title and interest in said land to Mertie Gorden and Mary Morse (or Mertie known as Mrs H.H. Gorden) and in Consideration of the aforesaid Quit Claim deed Said Mrs. H.H. Gordon and Mary Morse did Execute and deliver to Said Samuel Gamble the following Mortgage deed.

Know all Men by these presents that Mary Morse and Mertie Gordon.

Cor Mrs H.H. Gordon the former of Youngstown Ohio, The latter of the Village of Dover County of Union and State of Ohio, in Consideration of the Sum of One Hundred Dollars to them paid by Samuel E. Gamble of the Village of Dover, County of Union and State of Ohio, the receipt whereof is hereby acknowledged, do hereby grant, Bargain, Sell and Convey to Said Samuel E. Gamble his heirs and assigns forever the following real Estate. Situated in the County of Union in the State of Ohio, and in the Township of Dover. and in Survey No 5869, and Bounded and described as follows.

First Tract:= Being the Undivided two Thirds of the following described premises To-wit:= Beginning at a Stone in the North line of Said Survey, and at the East Corner of lot No 2. of the partition of the lands of William Fogle. deceased" See Court record page 82. Vol. 18. Complete Records Common Pleas Court Union County, Ohio: Thence with Said Survey line N. 82½° E. 39 4/100 poles to a Stone: Thence S. 7½°. E. 83 7/100 poles to a Stone in the S. line of lot No. 10. of the Subdivision of Said Survey No. 5869: Thence with Said line and the lines of lot No 1. of Said Subdivision S. 82° W. 39 8/100 poles to a Stone. S.E. Corner to lo. 2: Thence with the East line of Said lot. N 7½° W. 84 8/10 poles to the place of beginning. Containing 20 7/10 acres More or less. and being part of lot No. 1 & 2. of the Sub-division of Said Survey. The above Undivided two-thirds to be taken off the West Side of Said premises in Such Manner that the division line, and the lines on the East and West sides Shall be parallel The amount herein conveyed is. 18 9/10 acres More or less.

Second Tract:= Being part of Survey No 5869:= Beginning at a Stone in the North line of Said Survey, and the N.E. Corner to lot No. 1, of the division of Said Fogle lands: Thence with Said Survey line N. 82½° E. 36 4/100 poles to a Stone; Thence S. 7½°, E. 84 8/10 poles to a Stone in the South line of lot No. 1 of Said Survey: Thence with Said line S. 82°. W. 36 4/100 poles to a Hickory. S.E. Corner to Said lot No. 1 of Said partition: Thence with the East line of Said lot No. 1. N. 7½°. W. 84 4/100 poles to the place of beginning. Containing. 19 2/10 acres more or less. and being a part of lot No. 1, of the Sub-division of Said Survey No 5869.

To have and to hold Said premises. with all privileges and appurtances thereto belonging. to the Said. Samuel E Gamble his heirs and assigns forever.

And the Said Mary Morse and Mertie Gordon (Or Mrs H.H. Gordon) for themselves and their heirs do hereby Covenant with the Said Samuel E. Gamble his heirs and assigns. that they will forever Warrant and defend the Said premises with the appurtanances. against the lawfull Claims of all persons Whomesoever.

Provided always, and these presents are upon the Condition that if the Said Mary Morse. and Mertie Gordon Shall pay or Cause to be paid unto the Said Samuel E. Gamble or his executors. Administrators and assigns. their certain promissory Note of Even date herewith for the Sum of ($ 100.00) One Hundred Dollars. one year after date hereof. with interest at the rate of. 6% per Cent per annum. then these presents Shall be Void. otherwise to be and remain in full force and Virtue in law forever.

In Witness Whereof the Said Mary Morse and Mertie Gordon or (Mrs H.H. Gordon) and H.H. Gordon her husband. Who hereby releas their right of dower in the premises. have hereunto Set their hands this 11th day of March in the year of our Lord. One Thousand. Eight Hundred and Ninety Eight. (1898). Signed and acknowledged in the presence of

R. McElroy. T.A. Martin. N.F. Kistler
Frank L. Resch.

Mrs. H.H. Gordon
Mr. H.H. Gordon
Mary Morse

The State of Ohio } ss
Union County

Be it remembered, that on the Eleventh day of March A.D. 1898 before me the Subscriber, a Notary Public in and for said County, personally, came the above named Mattie Gordon the grantor in the foregoing deed and acknowledged the Signing of the same to be her Voluntary act and deed for the uses and purposes therein Mentioned.

In Testimony whereof I have hereunto Subscribed My Name and Affixed My official Seal on the day and year last aforesaid

Robt McElwey
Notary Public

Seal

State of Ohio
Mahoning County } ss

Be it remembered on this 14th day of March A.D. 1898. before Me the Subscriber, a Notary Public in and for Said County, personaley appeared the above Named Mary Morris, one of the parties in the foregoing deed, and acknowledged the Signing of the Same to be her Voluntary act and deed for the use and purposes herein Mentioned.

In Testimony whereof I have hereunto Subscribed My name and Affixed My official Seal on the day and year last aforesaid

Seal

Frank L. Leach
Notary Public

The foregoing Mortgage was recorded in Vol. 80, page 274, April 27th 1898, being received on April 19th 1898, at 3 O'clock P.M.

The Endorsments as below appears on said Mortgage May 28th 1898.

For Value received I hereby assign and transfer all my right title and interest in the within Mortgage to Charles E Wharton.

S. E. Gamble

Above Endorsments Certified as follows.

Entered of Record May 28th 1898

J. C. Guthrie Recorder of Union Co. O.

The following is an Exact duplicate of Note given with aforesaid Mortgage.

$100.00 Marysville Ohio, Mar. 11th 1898.

One year after date We promise to pay to the order of Samuel E. Gamble One Hundred Dollars with 6% per cent interest from date Value received, this Note is Secured by Mortgage

Mrs. H.H. Gordon
Mary Morris

And that the following is all the indorsments thereon.

Marysville Ohio May 2nd 1898,

For Value received, I hereby assign, and transfer all my right, title and interest in this Note to Charles E. Wharton.

S. E Gamble.

Here the plaintiff Cross petitioner C. E. Wharton in this petition asks that this claim be adjudged the first and best lien and claim against the interest and Estate of Mary Morris and Mrs. H.H. Gordon, or after a claim for Taxes held by one C. E. Wharton, and $212.88 by C.H. Hunter and E K Denny. 2nd That the Court grant and give Judgment against the

interest of said Mary Morris and Mrs H.H. Gordon in said Estate for the Sum of One Hundred Dollars with 6% interest from March 11th 1898. ($100 00)

State of Ohio
Union County } Personally appeared before Me the said Charles E. Wharton who being duly Sworn doth depose and Say that the facts as set forth in the foregoing petition are true as he verily believes

Charles E. Wharton.

Sworn to before Me and Subscribed in my presence this 20th day of Sept 1898
J.A. Gosnell Deputy Clerk

No 7528 Entry

April 10th 1899, the following Entry was filed in the Clerks Office To-wit:

Mertie Gordon - Plaintiff
vs.
Mary Morse and others
Defendants

Entry

And now comes O.M. Scott & Brother who claim an interest in this action, and Move the Court for an order granting leave to the said O.M. Scott and Brother to become parties defendants herein, and for leave to file an answer and cross petition instanter

Whereupon the Court being fully advised in the case do sustain Such Motion and grant leave to file answer and cross petition of said O.M. Scott and Brother

L. Piper Atty for O.M. Scott & Bro

No 7528 Answer and Cross Petition of O.M. Scott & Bro

April 10th 1899, The following answer and Cross Petition of O.M. Scott & Brother was filed in the Clerks Office To-wit:

Mertie Gordon = Plaintiff
Versus
Mary Morse, Opal Gamble and Alta Gamble. = Defendants.

Court of Common Pleas. Union County, Ohio,

Answer and Cross Petition of O.M. Scott & Brother.

O.M Scott and Brother: =

Say they are a partnership, composed of Orlin M. Scott and Judson J. Scott, doing a general hardware business in Union County, Ohio, Under the firm name and Style of O.M. Scott and Brother.

First Cause of action: = Said O M. Scott and Brother Say this their first cause of action is founded upon a promissory Note of which the following is a copy, With the credits thereon.

$131 70

Marysville, Ohio June, 11th 1894.

Sept. 1st after date, for Value received, We or Either of us promise to pay O.M. Scott & Brother, or order, One Hundred and 70/100 Dollars, at Marysville, Ohio, with eight per cent after date and 8 per cent after due, and hereby dispense with demand of payment, protest and Note of Non. payment of this Note, and authorize any Attorney at law to appear for us, or Either of us, at any time

after the Same Shall become due, in any Court of record in the State of Ohio, or Elsewhere, and Waiving the issuing and Service of process, to confess judgment, against us or Either of us, in favor of the holder or holders of this Note, for the Amount of Said Note and interest on the Same at the rate of Eight per Cent per annum, payable annualy after the Same Shall become due together with Costs of Suit, and release all Errors and Writs of Error, and waive the Stay of Execution and all right of appeal in this behalf

Samuel E. Gamble

Alice A. Gamble.

The following indorsments appear on Said promissory Note,

"$25.00 Paid Oct. 1st 1894. (Note of Jno. L. Gamble.)

"$85.00 Paid July 28th 1896. (for Second hand Engine.)

There is due from the said Samuel E. Gamble and Alice A. Gamble, to the said O. M. Scott and Brother, on Said Note the Sum of Forty and 86/100 dollars which they Claim with interest at 8% per annum from the 28th day of July A.D. 1896. and for which they ask judgment,

Second Cause of action:= Said O. M. Scott and Brother Say for their Second cause of action, that on the 11th day of June A.D. 1894. the said Samuel E. Gamble and Alice A. Gamble Made and delivered to plaintiffs their promissory Note hereinbefore Set forth, which was due and payable on Sept 1st 1895. and that there is Still an unpaid balance thereon as hereinbefore Stated.

The Said Samuel E. Gamble and Alice A. Gamble on the said 11th day of June A.D. 1894, to Secure the payment of Said Note, Executed and delivered to the Said O. M. Scott and Brother their Mortgage deed, and thereby conveyed to the Said O. M. Scott and Brother, their heirs and assigns the premises in the Petition described Situate in the Township of Dover, County of Union, State of Ohio, and being part of Survey No 5869.

On the 12th day of June A.D. 1894, at 8. O'clock P.M. the Said Mortgage deed was delivered to the Recorder of Said County of Union, to be by him entered on record, and was recorded on June 25th A.D. 1894 in Union County Ohio, record of Mortgages, Volume 34, page 47.

The Said deed has become absolute. There is due and remaining unpaid upon Said indebtedness the Sum of Forty and 86/100 dollars with interest from the 28th day of July, 1896, at 8% per annum.

Said O. M. Scott and Brother therefore ask that Said Mortgage may be foreclosed, the Said premises ordered to be Sold, and the proceeds applied to the payment of Said debt, and Execution awarded for the balance.

L. Piper Attorney for O. M. Scott and Brother

The State of Ohio
Union County } ss

O. M. Scott being duly Sworn according to law, says that he is a Member of the firm of O. M. Scott and Brother and that the facts Stated and allegations in his foregoing answer and Cross Petition are as he verily believes, true

O. M. Scott.

Sworn to before me by O. M. Scott, and by him Subscribed in my presence this 24th day of March A.D. 1899.

J. W. Fulton
Notary Public.

No 7528 answer and cross petition of L E Wharton

June 21st 1899 The following answer and cross Petition of L. E. Wharton was filed in the clerks office to-wit

Merlin Gordon ---- Plaintiff
vs
Mary. Morse. et al Defendants

State of Ohio, Union County, ss.
Court of Common Pleas.
Answer and Cross Petition of L. E. Wharton.

Now Comes L. E. Wharton, and by leave of the Court first had is Made a defendant to this action and for her answer and cross Petition Says.

That on the 15th day of January A. D. 1895; the said lands described in plaintiffs Petition (33 19/100 acres) was Sold by the Auditor of Union County Ohio, to this defendant for the Sum of $43.05. the Same being the Taxes, interest and penalty of 1893, and the Simple Taxes of 1894, and the said Auditor delivered to this defendant his certificate of Such Tax Sale, a copy of which is hereto attached and Marked Exhibit "A"

No. 7528 Entry of confirmation

Second. This defendant further Says that She has kept the Taxes on said lands paid up to June. 1898, as follows. to-wit;

December. 1895. paid first half of Tax for. 1895 ---------- $5.69
June 15th 1896 Paid last half of Tax for. 1895 ---------- $5.69
December 19th 1896 Paid first half of Tax for 1896 ---------- $5.50
June 19th 1897 Paid last half of Tax for 1896 ---------- $5.49
December 20th 1897 Paid first half of Tax for 1897 ---------- $5.46
June 20th 1898. Paid last half of Tax for 1897 ---------- $5.46

All of which Several Semi-annual payments amount to the Sum of, $33.29 with interest on the Several payments from the date of the payment of each to the 19th day of June A D 1899.

Whereupon this defendant. L. E. Wharton prays the Court, that her claim as herein Set forth, for the Several Amounts of Taxes So. paid on Said premises may be found by the Court and declared the first and best lien against Said lands. and that the Court order that She be paid the amount of the Several Sums So by her paid. with the interest on Each Several Sums by her So. paid, from the date of each Several payments to the 19th day of June A. D. 1899. and for all other and further relief in the premises.

State of Ohio
Union County ss

L. E. Wharton being duly Sworn, Says that the facts Stated and Allegations Made in the foregoing answer and Cross petition are as She believes true.

L. E. Wharton.

Sworn to by L. E. Wharton, and by her Signed in my presence this 21st day of June A. D. 1899.

J C. Briggs, Notary Public
Logan County Ohio

No 7528 Exhibit "A" Copy

Certificate of Delinquent Tax Sale.

Auditors Office Union County Ohio

To the County Surveyor. Marysville. January 15th 1895.

It is hereby Certified. that on the third Tuesday. the 15th day of January. A. D. 1895. Thirty Three 19/100 Acres of land were Sold to L. E. Wharton for the Sum of ($43.05). Forty three 05/100 Dollars being the Taxes. interest and penalty of 1893. and Simple Taxes of. 1894. on the following

described land. entered for Taxation in Township of Dover. as. follows
Name. Saml. E. Gamble. original Quantity. 100. No of Entry. 5869. original proprietor the
W. B. Bunting acres 83.10 Value. 650. Total Tax $48.05
The said acres being of the above described land to be laid off by Metes
and bounds. in a square as near as practicable, at the West. North-Westerly corner of said Tract
In Testimony Whereof. I have hereunto Set My hand officially at Marysville Ohio
the day and date above Written
Sam A Hudson Auditor of
Union County, Ohio.

No. 7528
Entry of
confirmation

June. 19th 1899. The following Entry of Confirmation was filed in the Clerks office. To-wit.

Mattie Gordon ---------- Plaintiff
V.S
Mary. Morse, Opal Gamble. Alta Gamble
L E. Wharton. Charles E. Wharton. O.M. Scott
& Bro. and E.H. Houston and E.K. Drennan
assignees of the Gate Gunsaulus Co
Defendants

Court of Common Pleas
Union County Ohio.

Entry of Confirmation and
Order of Distribution

On Motion to the Court by the plaintiff. and upon producing the return of the Sheriff of his proceedings and Sale under the former order of this Court, and the same being examined and found by the Court. in all respects in due form of law, it is ordered by the Court that the said proceedings and Sale be, and the Same are hereby approved and confirmed. and that the said Sheriff execute and deliver to the said purchaser Martha Moore, a deed in fee-Simple. for the lands and tenements by him So. Sold as aforesaid.

And it is further ordered that the Sheriff. out of the proceeds of said Sale pay.
First:- To the Treasurer of Union County. $11.57 being the Taxes and penalty due on said premises
Second- To the Clerk of this Court the Costs of this action. including a Common fee of $35.00 To. R. McCleary for his Services herein. Taxed at $113.96.
Third-- To. L. E. Wharton, on her Certificate and receipts for Taxes by her paid on said premises, Set up in her Cross petition. including interest from the dates of Several payments to the 19th day of June, 1899. The Sum of $92.27
Fourth-- To. E. H. Hurston and E. K. Drennan, assignees of "The Gate Gunsaulus Company on their Mortgage Set up in their Cross-Petition. for the payment of $125. represented by two promissory Notes, dated April 18th 1898. with interest at the rate of 8. per cent from April 18th 1898 to June 19th 1899. the Sum of $187.50 with interest at the rate of 8. per cent per annum from the 19th day of June, 1899. on the unpaid balance of Said Sum until paid; To-wit the Sum of $189.06.
Fifth:- To. O M. Scott & Bro. on their Note and Mortgage. Set up in their Cross-Petition. the Sum of $40.84. With interest at the rate of 8. per cent per annum from the 28rd day of July, 1896. to the 19th day of June, 1899. the Sum of $50.84. with interest at 8. per cent from the 19th day of June 1899. until paid
Sixth---- To. Charles E. Wharton on his Note and Mortgage Set up in his answer and Cross-Petition for the Sum of $100. with interest at the rate of 6 per cent per annum from the 11th day of March 1898 to the 19th day of June 1899. the Sum of $107.66. with interest from June 19th, 1899. until paid.
Seventh---- To. Mattie Gordon. Plaintiff, and to Mary Morse. Opal Gamble. and Alta Gamble. defendants. in Partition. Each the one Equal

one fourth part of the residue of said proceeds, after payment of taxes, costs, and the liens so found against said lands as above,

And it is ordered that the said Sheriff, distribute the residue of said Moneys, and take the promisory Notes from said purchaser for said defered payments, and distribute them between said parties in the same above Mentioned proportions That said defered payments so secured by Mortgage be taken in the name of the said Sheriff, J. Ed. Robinson, for the use and benefit of said parties respectively

L. Pipes Attorney for O. M. Scott & Bro
R. McCrory L. E. Wharton

Attest J. McConnell Clerk

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dorr, Judge of said Court, of the Term of April, to-wit, on the 19th day of June, in the year of Our Lord One Thousand, Eight Hundred and Ninety Nine

"Be it remembered that heretofore, To-wit, on the 11th day of February A.D. 1899 Charles W. Shirk, et. al, filed in the Clerks office of the said Court of Common Pleas the following Petition against Harry E. Lockwood, et al, To-wit:

No 7648
Petition

Charles W. Shirk and,
Louisette A Shirk = Plaintiffs
vs
Harry E. Lockwood, and
Rosantha J. Lockwood
and John H. E. Diamond
and Clara Bloomer
Defendants

Court of Common Pleas of
Union County, Ohio.

Petition for Partition

The said Plaintiffs say, that said Louisette A. Shirk is the wife of of said Charles W. Shirk, and that said Louisette A. Shirk is a child and is an heir at law of George E. Berry "Deceased" late of said Union County and State of Ohio, and as such heir She is seized in Fee-Simple and has a legal right to the one undivided one fourth part of the following described Real Estate Situate in Liberty and Paris Townships of said Union County, Ohio, and being part of Survey No 5729 :- Beginning at a Stone and two Beeches in the South line of said Survey, in the center of the Jewell and Blue Grass Road :- Thence with the center of said Road South 8° West 28 15/100 poles to a Stake, South East corner to lands conveyed by O. M. Scott, to Harvey Elliott Sept. 16th 1886; Thence with the South line of said land, South 88 West 126 68/100 poles to a Stake, corner of said lands, in the East line of the lands formerly owned by Baldwin Johnson; Thence with said line South 8° 15' E. 29 75/100 poles to a Stone (Two Ironwoods gone) South East corner to said land, and in the South line of said Survey; Thence with said line, North 8° East 126 60/100 poles to the Beginning Containing 22 acres and 18 poles More or less,

Also. Part of Same Survey:= Beginning at a Stone (two Beeches gone) in the South line of Said Survey. and in the Center of the Said Jewell and Blue Road; Thence with the Center of Said Road. North. 8° West 81 50/100 poles to a Stake and Stone South west Corner to 56. acres of land formerly owned by Mary Ann Adams: Thence with the South line of Said land. North 83. East. 130. poles. to a Stake and Stone Corner to Said land. in the west line of Lands formerly. owned by S.S Jewell: Thence with Said line South 8° East 81 50/100 poles to a Stone. Corner to Lands in the South line of Said Survey No 5729: Thence with Said line South 83. West 130. poles to the Beginning. Containing 64. acres More or less.

Also part of Survey No 4073:= Beginning at a Stake and Stone in the North line of Said Survey No 4073. and North East Corner to a parcel of Land Containing 50. acres. and which was Conveyed by George E. Berry to. Daniel Le Leary. October. 2nd 1869,; Thence with Said Survey line North 83. East 74 67/100 poles to a Stone. Corner to J & Southards. Land; Thence South 9. East. 31 3/7 poles to a Stake and Stone; Thence South 83 West 74 67/100. poles to a Stake and Stone; South East Corner of Said 50. acre Parcel. of Land: Thence with the East line of the Same. North 9° west 21 3/7 poles to the Beginning. Containing 10. acres more or less.

That Said defendants Harry E. Lockwood and Rozantha J. Lockwood and. John. H. E. Diamond are Tenants in Common with Said Plaintiff in Said premises, and that Plaintiffs are Entitled to Partition of Said premises and to have their Shares Set off to them in Severalty.

That one Undivided one fourth of Said premises belong to. Rozantha J Lockwood. this is a Sister of Louetta A. Shirk. one of the Plaintiffs. who is intermarried with Harry E. Lockwood. That John H. E. Diamond one of the defendants is the owner of the Undivided one half of Said premises, and is Tenant in common with Plaintiff by purchase from Mary O. Berry and Frank Berry.

That. Frank Berry is the Brother of Said Plaintiff Louisette A. Shirk and Conveyed to Said Diamond the Share inherited by him from the Said George E. Berry and also the Share of his Brother Mansel Berry.

That on the 13th day of April. 1894. the Said Heirs of. George E. Berry. To-wit: Louisette A. Shirk and her Husband. Charles W. Shirk and Rozantha J Lockwood and her Husband. Harry E. Lockwood. and Frank Berry and Mansel Berry. Brothers of Plaintiff Louisette A. Shirk. Executed and delivered to. Clara Bloomer. a Mortgage Deed on Said parcel of Land described as 64. acres aforesaid. which was duly filed for Record in the Recorders office of Said County to Secure the Sum of Two Hundred and Fifty Dollars. Which was used in the payment of. the debts of the Estate of Said George E. Berry. and that the Same has never been paid. Except Certain payments of interest to Plaintiff unknown. and that the Same with unpaid interest is now a Valid Mortgage lien upon Said 64. acres. that Said indebtedness is a charge against Said Land and Should be Apportioned among the parties hereto as their interest may appear. That Said Two. Hundred and Fifty Dollars will be due April. 13. 1898. That Said George E. Berry has been dead More than two years last past.

Therefore Plaintiff prays that by an Order of Said Court that their interest in Said premises May be Set off with that of the defendant Rozantha J Lockwood and her Husband. Harry E. Lockwood. Together in one parcel by Meats and Bounds if the Same Can be done without Manifest injury. all Subject to their Equitable proportion of Said Mortgage indebtedness:- if not then that the premises be Sold according to law. and that Partition be made and for Such proceedings

in the premiss as are authorized by law; and that said Clara Bloomer be required to set up her Claim herein, and for such other and further relief as to right, and proper.

Robinson & Woodburn Attorneys
for Plaintiff

The State of Ohio } ss
Union County }

Seraphette A. Shirk being first duly Sworn says the Statements of the foregoing Petition are true as she believes

Seraphette A. Shirk

Sworn to Before Me and Subscribed in My presence this 11th day of February 1899

J. M. Gosnell
Clerk of Court

Seal

No 7643
Receipt for Summons

To the Clerk:

Issue Summons to Sheriff of Champaign Co. for John H. E. Drimand, and to Sheriff of Union County for Clara Bloomer, and Endorse Petition for Partition

Robinson & Woodburn.
Attorney for Plaintiffs

February 11th 1899 The following Summons was issued to the Sheriff of Union County Ohio:- To-wit:

No 7648
Summons

The State of Ohio. Union County:

To the Sheriff of Union County.

You are hereby Commanded to Notify Clara Bloomer that She has been Sued by Charles W. Shirk et. al. in the Court of Common Pleas of Union County and Must answer by the 11th day of March A.D. 1899 or the Petition of the said Plaintiff will be taken as true, and Judgment rendered accordingly.

You will Make due return of this Summons on the 20th day of February A.D. 1899.

Witness My hand and the Seal of Said Court
this 11th day of February, A. D. 1899.

Seal

J M Gasnell. Clerk.

February 15th 1899. The following return was made by the Sheriff of Union County, Ohio on above Summons To-wit:

The State of Ohio } ss
Union County }

Sheriffs Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Milage | | 32 |
| Copy | | 15 |
| Total | | 97 |

Received this writ. Feb 18th A. D. 1899. at 8. O'clock A.M. and Served Same by delivering a true and certified Copy of this Writ with all of the endorsements thereon to. Clara Bloomer by Leaving a Copy at her usual place of Residence on February. 15th 1899.

J. Ed Robinson Sheriff
By. Allen Haines Deputy

No 7643
Waiver and Answer of R. & H. Lockwood

Bloomer be
ther relief as
m Attorney
Plaintiff

the Statements

irk
bruary 1899

of Court

Dimond and
for Partition
ddum.
Plaintiffs

Sheriff of

the has been
nion County
of the said
ingly,
uary A.D. 1899.
id Court
899.
Clerk.

heriff of Union

P. O'clock A.M.
certified Copy
eon to. Clara
place of

son Sheriff
e Deputy

February. 11th 1899. The following Summons was issued to the Sheriff of Champaign County. Ohio To wit:

No 7648
Summons

The State of Ohio. Union County.

To. the Sheriff of Champaign County.

You are hereby Commanded to notify John H. E. Dimond that he has been Sued by Charles. W. Shirk et. al. in the Court of Common Pleas of Union County, and Must answer by the 11th day of March A. D. 1899, or the Petition of the said Plaintiff will be taken as true and Judgment rendered accordingly.

You will Make due return of this Summons, on the 20th day of February, A.D. 1899.

Witness My hand and the Seal of said Court this 11th day of February A.D. 1899.

Seal

J. M. Gosnell Clerk.

---

Feb. 16th 1899. The following return was Made on the above Summons, by the Sheriff of Champaign County Ohio. To-wit:

The State of Ohio
Champaign County } ss

Sheriffs Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | | 25 |
| Mileage | | 14 |
| Copy | | 24 |
| Total | | 65 |

Received this writ. February. 15th A.D. 1899, at 11. O'clock A.M. and Served Same by John H. E. Dimond personally by Handing him a true Copy of this writ with endorsements thereon

J. M. Wean Sheriff
By F. S. Evans Deputy.

---

No 7643
Waiver and
Answer of
R. & H.
Lockwood

Feb. 11th 1899. The following Waiver of Service and answer of Rozantha J. Lockwood and Harry E. Lockwood filed To-wit:

Charles W. Shirk and
Laurette A. Shirk; Plaintiffs
vs.
Harry E. Lockwood, and
Rozantha J. Lockwood, and
John H. E. Dimond; and Clara
Bloomer, = = Defendants.

In the Court of Union County Ohio

Petition for Partition

The Said. Rozantha J. Lockwood and Harry E. Lockwood the above Named defendants herein Now Comes and Enters their Appearance to Said Case, and Says the Statements in Said Petition they believe are Correct and true, and they Consent and pray the Court that their interest in the premises described in Plaintiffs Petition be Set off. by Metes and Bounds with that of Plaintiffs in one parcel - Subject to their proportion of Said Mortgage indebtedness and that their interest herein be protected = and for Such relief as is right and proper.

Rozantha J. Lockwood
Harry E. Lockwood

The State of Ohio
Union County } ss

Rozantha J. Lockwood being first duly Sworn Says the Statements of the foregoing answer, are true as she believes.

Rozantha J. Lockwood

Sworn to before me and Subscribed in my presence this 11th day of February. 1899.
J. N. Gossett
(Seal) Clerk of Courts

No 7648. answer and Cross Petition of J. H. E. Dimond

March. 10th 1899. The following. answer and Cross. Petition of. John. H. E. Dimond. was filed in the Clerks. Office-To-wit:

Charles. W. Shirk and Louretta A. Shirk ----- Plaintiffs
Vs
Harry E. Lockwood. Rosetta J. Lockwod. John H. E. Dimond and Clara Bloomer:- Defendants

Court of Common Pleas. Union County. Ohio.

Answer and Cross. Petition of. John. H. E. Dimond.

For answer to the Plaintiffs Petition, the Said. defendant. J. H. E. Dimond admits that he is the owner of the Undivided one half interest in the real Estate in the Petition described, and that he is a Tenant in Common with the Plaintiffs Lousetta A. Shirk. and Charles W. Shirk her husband. and Rosetta J. Lockwood. and Harry. E. Lockwood. her. husband.

That the Said Plaintiffs Lousetta A. Shirk. and Charles W. Shirk are jointly Entitled to the one Undivided. one fourth part. and the Said Rosetta J. Lockwood. and Harry E. Lockwood. are jointly Entitled to the one Undivided one fourth part of the real Estate in the Petition described.

This defendant Says he is the owner of Said Undivided one half interest by purchase from Mary. O. Berry. and Frank Berry.

By. Way of Cross Petition this defendant Says. that Said real Estate. cannot be divided by Meates and bounds as is prayed for in the Petition without great injury and damage to this defendant, and he therefore asks, that Said real Estate may be appraised as a. Whole at. its true Value. and then Sold. and the proceeds arising from Said Sale divided between the Plaintiffs and defendants herein as their interests appears.

John H. E. Dimond
Per W. F. Ring his Attorney

The State of Ohio
Champaign County ss

John. H. E. Dimond being duly Sworn Says the facts Set forth in the foregoing Answer. and Cross. Petition are true as he verily believes.

John. H. E. Dimond.

Sworn to before me by. J. H. E. Dimond. this 9th day of March. 1899.
Fay Notary Fee. .40
Frank W. Todd
Champaign Co.

No 7648 Answer and Cross Petition of Clara Bloomer.

March 11th 1899. The following answer and Cross. Petition of Clara Bloomer was filed in the Clerk office To-Wit:

Charles W. Shirk et. al: Plaintiff
Vs
Harry E. Lockwood. et. al Defendants

Court of Common Pleas.
Union County Ohio
Answer and Cross Petition of Clara Bloomer.

Now comes the defendant. Clara. Bloomer. and for her Seperate answer. Says. That She admits all the facts Set forth

No 7648 Entry.

in said Petition of the said Charles W. Shirk. and admits that they are entitled to the immediate Partition of said Lands as set forth in said Petition

Cross Petition

This answering defendant says. that on or about the 12th day of April A.D. 1894. That the defendant. Roysinlia Lockwood. and the Plaintiff. Sorgetta Shirk. and one. Frank Berry. who then owned the Undivided one half of said Lands, duly Executed and delivered to this defendant, their one Certain promissory Note of that date, for the said Sum of Two Hundred and Fifty. Dollars. with interest at the rate of Seven per Cent- per annum, as evidenced by their Five interest Coupons thereto attached, due five years after date. A Copy of Which promissory Note is hereto attached, with all credits and indorsements. thereon, Marked "X" and Made a part of this. Cross-Petition

That to Secure the payment of said promissory Note. and the five interest Note thereto attached, the said Locretta A. Shirk, with her husband, and, Rozetta J. Lockwood. with her husband, Frank Berry and Mary O. Berry his. Wife. duly executed and delivered to this defendant their one Certain Mortgage. thereby conveying to her, in fee Simple, free of all Claims of dower. the lands described in the Second tract of said Petition. Containing, 64. acres; That said deed of Mortgage was duly presented to the Recorder of said County of Union. on the day of April. at. O'clock M. and was duly recorded in Vol Page of the records of Mortgages of said. County.

That the Conditions of said Mortgage has not been broken. and that said promissory will not be due until the 18th day of April. 1899. but that this answering defendant, if the Court find it necessary to the Partition of said premises will take payment of the whole amount due, and release said Mortgage from the records of said County.

Wherefore, this answering defendant, asks that the Court May protect her rights and Equity in the premises, and if said premises be Sold or Partitioned, that her said Claim be adjusted and determined by the Court, and the whole amount be paid on said Claim, and for all and proper relief in the premises

W. W. Merchant. Attorney for Clara Bloomer.

State of Ohio
Union County ss

W. W. Merchant being first duly Sworn, Says. that he is the duly authorized Attorney of the said Clara Bloomer, in the premises. that said Claim is founded on a Contract in Writing. that said Written instrument is in his possession. that the facts Stated and allegations Made are, as he Verily Believe True

W. W. Merchant.

Sworn to before me. and by the said affiant Subscribed in my presence, this 11th day of March. A. D. 1899.

(Seal) J. N. Gassull Clerk of Court

No 7648 Entry.

April 10th 1899. The following Entry was filed in the Clerks office to-wit.

Charles W. Shirk et al. vs John H. E. Dimond. et al. | Court of Common Pleas Union County Ohio

Entry

This day came the Plaintiffs and the defendants came not. and the defendant Dimond Made default herein and thereupon this Case came on and was Submitted to the Court upon the Pleadings.

and evidence. and the Court being fully advised in the premises and having found that due Notice according to law had been Served upon the defendants herein of the pendancy of this Suit, took this Case under advisement. and the Court having Examined the Pleadings and proceedings herein, and finding them all regular and according to Law, finds for the Plaintiff, and that said Plaintiff Should have Partition of said Land, described in Plaintiffs Petition as prayed for and that defendant Lockwood Consent thereto

It is Therefore Considered, ordered, adjudged, and Decreed by the Court that Partition be Made of Said Lands as asked for, and that an order issue from this Court, directed to the Sheriff of Said Union County and State of Ohio, Commanding that by the oaths of the Commissioners appointed by this Court, To-wit; J. Charles Kennedy, Robert Finley and Jesse C. Jenkins, he cause the premises to be set off, and divided between the parties in interest in Such a manner as will be Most advantagious, and Equitable; the improvements Situation and quality of the different parts being taken into consideration, Setting off to the defendant John H.E. Dimond the one half thereof and the other half to be Set off to the Plaintiff and to the defendant Lockwood in one body To-wit; The one undivided half to be Set off to Plaintiff and to the Defendant Rozantha A. Lockwood and Harry E. Lockwood in one peice: and that he Make report of his proceedings herein to this Court and for all other purposes this Cose is passed for further action of this Court

Robinson & Woodburn
Attorneys for Plaintiff

No 7648 Precipe for Writ of Partition

April 10th 1899. The following Precipe for Writ of Partition was filed in the Clerks Office. To-wit:

Chas W. Shirk et al. vs John H.E. Dimond et al | Court Common Pleas | Clerk.

Issue Writ of Partition in this Case. Commanding Sheriff to Make Partition of Lands described in Plaintiffs Petition, Setting off one half to Said Dimond in one parcel, and one half to Plaintiffs and Harry E. Lockwood and Lucretta Lockwood, together in one parcel the interest of Lockwood and Shirk undivided

Robinson & Woodburn. Attys for Plaintiff

No 7649 Writ of Partition

April 12th. 1899. The following Writ of Partition was issued to the Sheriff of Union County, Ohio. To-wit:

Writ of Partition

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 April Term A.D. 1899. in a Civil action therein pending, (for Partition) wherein Charles W. Shirk et. al. the Plaintiffs, and Harry E. Lockwood et. al. the defendants you are hereby Commanded that by the oaths of J. Charles Kennedy, Robert Finley and Jesse C. Jenkins three Judicious and disinterested freeholders

of the Vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause Partition to be made of the following described real Estate; To-Wit;

Situate in Liberty and Paris Township Union County, Ohio, and being part of Survey No. 5729. = Beginning at a Stone and two beeches in the South line of said Survey, in the center of the Jewell and Blue Gravel Road; Thence with the Center of said North 8. West 28 13/100 poles to a Stake South East Corner to lands conveyed by O.M. Scalt to Harvey Elliott. Sept 16th 1886; Thence with the South line of said land, South 83. west. 126 48/100 poles to a Stake, Corner of said lands, in the East line of the lands formerly owned by Baldwin Johnson; Thence with said line South 8° 15' E. 27 75/100 poles to a Stone (two dronewoods gone) South East Corner to said land and in the South line of said Survey; Thence with said line North 83. East. 126 60/100 poles to the beginning, Containing 22. acres and 18. poles More or less,

Also part of Same Survey; Beginning at a Stone (two beeches gone) in the South line of said Survey, and in the Center of the said Jewell and Blue Road; Thence with the Center of said Road. N. 8° W. 81 5/100 poles to a Stake and Stone, South west Corner to 56. acres of land formerly owned by Mary Ann Adams; Thence with the South line of said land North, 83. East, 130. poles to a Stake and Stone, Corner to said land, in the west line of lands formerly owned by S.S. Jewell; Thence with said line South 8. East. 81 5/100 poles to a Stone Corner to lands in the South line of said Survey No. 5729; Thence with said line South 83. West, 130 poles to the beginning, Containing 64 acres More or less,

Also part of Survey No. 4073; = Beginning at a Stake and Stone in the North line of said Survey No. 4073, and North East Corner to a parcel of land Containing 50. acres, and which was conveyed by George E. Berry to Daniel Lo. Leng. October 2.nd 1869; Thence with said Survey line, North. 83. East. 74 67/100 poles to a Stone Corner to J.L. Southards land; Thence, South. 9. East 21 3/4 poles to a Stake and Stone; Thence South 83. West. 74 67/100 poles to a Stake and Stone, South east corner of said 5. acre parcel of land; Thence with the east line of the same, North. 9. West 21 3/4 poles to the beginning, Containing 10. acres More or less, = Among the persons Named herein, and in the following proportions, To-Wit;

To. John H. E. Dimond one half (1/2) Part

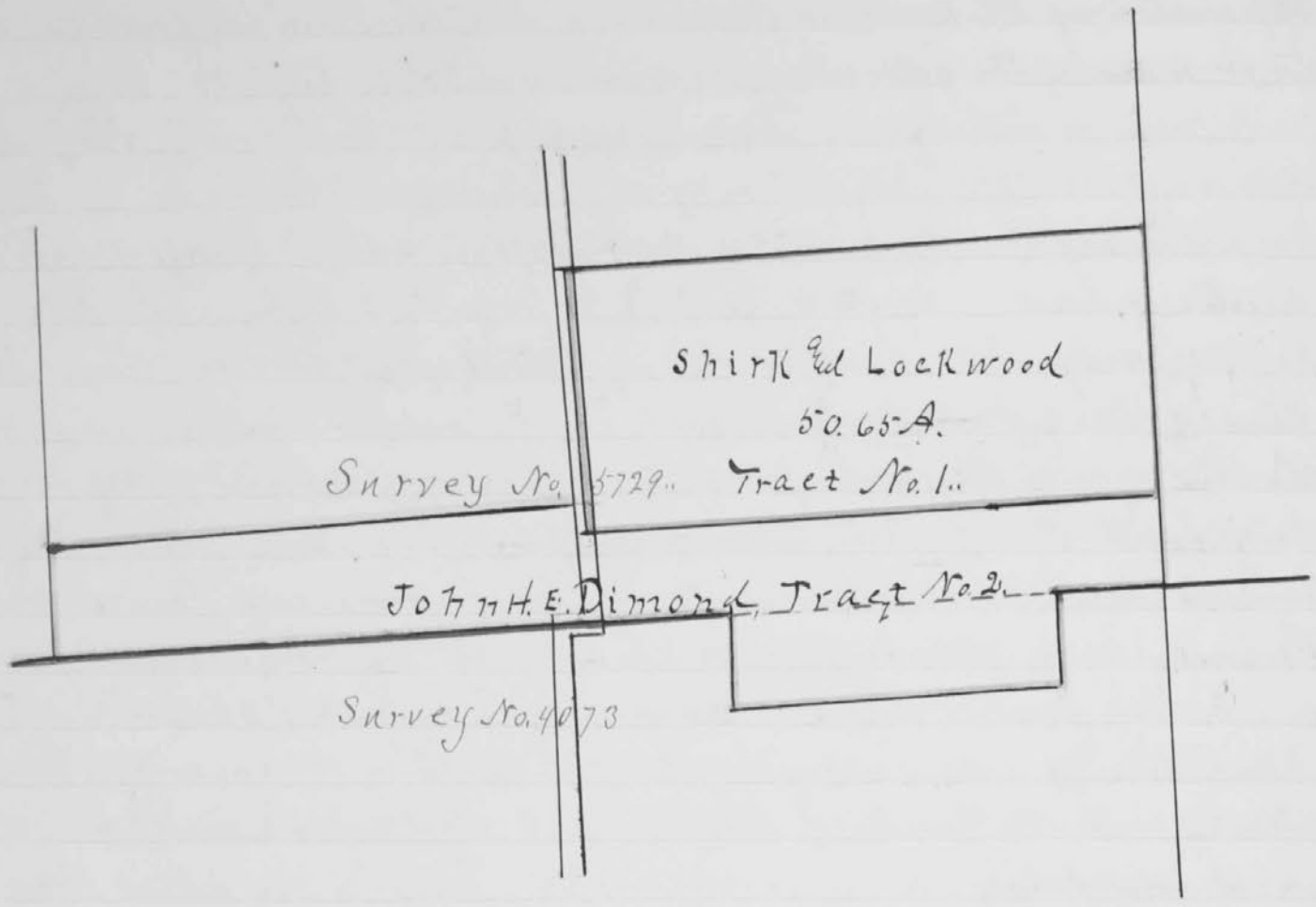
To. Harry E. Lockwood and Rosantha J. Lockwood, and the Plaintiff 1/2, in one Body, and to Defendants Lockwoods, To-Wit, the Undivided half to be Set off to Plaintiffs, and Defendants Lockwood in one piece as Tenants in Common,

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 hand, and the the Seal of said Court, of Common Pleas, at the Court House in Marysville, this 12th day of April A.D. 1899

J.N. Gosnell Clerk

By. Jno. A Gosnell Deputy




Tract. No 1.

To. Shirk and Lockwood

Real Estate Situate in Union County, Ohio, Township of Leiberty and part of Survey. No 5729, and bounded and described as. follows;

"Beginning at a Stone in the center of the Marysville and Peoria Gravel Road and the South west Corner to lands of. Henry. T. Jackson; thence with said Jacksons. South line N. 84, 45. E. 130. poles to a Stone. South East. Corner. to Said Jacksons. land and in the west line of land of Peter Boos; Thence with the West line of Said Boos" lands. S. 5. E. 62. 44. poles to a Stone and tile in Said line and North west Corner of a Subdivision of the Geo. Berry land; Thence with the North line of Said Subdivision S. 85. W. 129.50 poles to a Stone and tile in the Center of the Said Marysville and Peoria Grand Road; Thence with the Center of Said Road N. 5. 5. W. 52 92 poles to the beginning; Containing 50. 65 100 acres More or less.

Tract No 2.

To. John. H. E. Diamond.

Real Estate Situate in Union County, Ohio, Leiberty and Paris. Townships and part of Surveys. Nos. 5729. and 4073; Bounded and discribed as. fallows: = Beginning at a Stone and tile in the Center of the Marysville and Peoria Grand Road, and South West Corner to a Subdivision of the Geo. Berry land; Thence with the South line of Said Subdivision N. 84. 45. E. 129.50 poles to a Stone and tile South East Corner to Said Subdivision and in the West line of the lands of Peter Boos; Thence with Said Boos' line S. 5. E. 19.56 poles to a Stone in the North line of Survey No. 4073, and in the North line of lands of. John L. Southard; Thence with three Consecutive lines of Said Southards land S. 84. 45. W. 24.80 poles to a Stone, and Thence S. 9. E. 21.40. poles to a Stone, and Thence. 84. 45. W. 75.50. poles to a Stone South East Corner of C. W. Shirks land; Thence with a line of Said Shirks land. N. 5. 15. W. 21.70 poles to a Stone in the North line of Said Survey No. 4073; Thence with Said Survey line S. 84. 45. W. 156.80 poles to a Stone. a Corner to the lands of Baldwin Johnson; Thence with Said land N. 5. 15 W. 27 92. poles to a Stone at the South West Corner of Leah Jacks-

No 7643
Sheriffs Return
on Writ of
Partition

No 7643
Entry

land; Thence with the South line of said land. N. 84 45'. E. 187.25. poles to a Stone in the Center of said Gravel Road: Thence with the Center of said Gravel Road. S. 5. 15. E. 7.85. poles to the beginning. Containing 47.65 acres. More or Less

May. 8th 1899. The following return was made on the above writ of Partition by the Sheriff of Union County, Ohio.

No 7643 Sheriffs Return on writ of Partition

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Mileage | 1 | 12 |
| Executing writ | 1 | 00 |
| Swearing Com | | 25 |
| Report of Com | | 25 |
| Return | | 25 |
| Total | 3 | 12 |
| Commissioners Fees | | |
| J C Kennedy | 1 | 00 |
| R. D. Finley | 1 | 00 |
| J C Jenkins | 1 | 00 |

As Commanded by the foregoing writ of Partition I have Executed the Same by the Oaths of J. Charles Kennedy. R. D. Finley and J. C. Jenkins. Causing Said Partition to be made, as will appear by the report of the Commissioners herewith returned,

Given under my hand this 8th day of May. A. D. 1899.

J. Ed Robinson. Sheriff

The State of Ohio } ss
Union County

Court of Common Pleas

Charles W. Shirk et. al.
against
Harry E. Lockwood. et. al.

In. Partition

According to the demand 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 as. follows: and we hereby Set off and assign:

To the Said. Louretta A Shirk. Wife of Charles. W. Shirk. and Rosantha. J. Lockwood Wife of Harry E. Lockwood as Tenants in Common Tract No 1. as hereinafter described

To the Said John H. E. Dimond Tract No 2. as hereinafter described.

Given under our hands this 20th day of April A.D. 1899

J. Charles Kennedy
R. D. Finley
J. C. Jenkins
} Commissioners

No 7643 Entry

May 1st 1899. The following Entry was filed in the Clerks office. To-wit.

Charles W. Shirk et al
vs
Harry E. Lockwood et al

Common Pleas Court.

This day this cause is assigned for further hearing to the. 19th day of June, 1899. and by agreement of the parties the Said Charles

W. Shirk and Harry E. Lockwood are given the Control of Said land and are to farm the Same for this Season and to account for Rents

Robinson R. Woodburn

June. 19th 1899. The following Exceptions to report of Commissioners. filed in the Clerk of Courts office. To-wit:

No 7643 Exceptions to Commissioners Report

| | |
|---|---|
| Charles W. Shirk and Louette A. Shirk Plaintiffs vs Harry E. Lockwood et al. = Defendants | Common Pleas Court of Union County, Ohio<br><br>Exceptions by defendant Jno H. E. Dimond to Report of Commissioners. |

Now Comes the defendant John. H. E. Dimond and Excepts to the report of the Commissioners heretofore appointed herein to Make Partition of the premises described in the Petition, and Objects to the Confirmation of Said report for the reason that the division of Said premises Made by Said, Commissioners, and reported to the Court is unreasonable. unjust, inequitable and Manifestly injurious to Said defendant. John. H. E. Dimond.

By E. P. Middleton Atty.

June 19th 1899. The following Entry of Confirmation was filed in the office of the Clerk of Court. To-wit

No 7644 Entry

| | |
|---|---|
| Charles W. Shirk and Wife vs Harry E. Lockwood and other | Court of Common Pleas. Union County, Ohio.<br>Entry |

This day came the parties in this case by their Attorneys. and thereupon plaintiffs produced the Report of the Sheriff. and of the Commissioners heretofore appointed in this case to Partition Said lands and Moved the Court that the Same be approved and confirmed. and thereupon the defendant John H. E. Dimond by his Attorney Submitted to the Court his Motion to have Said Report of Said Commissioners rejected. and Set aside for the reason that the Partition by them Made was. unreasonable unjust. and inequitable. and injurious. to Said defendant. John H. E. Dimond.

And thereupon the Said Plaintiff. Charles W. Shirk and wife Louretta A. Shirk and the Said defendants. Harry E. Lockwood and his wife, Rosantha J. Lockwood by their Attorneys offered and proposed in open Court to allow Said defendant. Dimond. to have his Choice of the parcels of Land as Made by Said Commissioners as Shown in Said Report. And the Said Defendant Dimond therefore Elected to take what is described in Said Report as Lot No 1. Containing 50 65 acres instead of Lot No. 2, Containing 47 65 acres as had been assigned and Set apart to him. and this Election of Said Dimond having been agreed to by the Said Plaintiffs and the Said defendants Harry E. Lockwood. and Rosantha J. Lockwood. in the presence of the Court and with its approval while in Session the Court So. Ordered.

It is therefore Considered, ordered, adjudged. and Decreed by the Court, that.

Said report and the proceedings thereunder be approved and confirmed, Modified only by the agreement as aforesaid:- and that Partition of Said premises be Made as follows to-wit:- That here be assigned and set off to the said Defendant John H.E. Dimond in Severalty as his portion of Said premises in Conformity with Said report and in pursuance of Said agreement the land Marked as Tract No. 1. in Said Report.- and that there be assigned and set off to Louretta A. Shirk and Rosantha J. Lockwood in Severalty as tenants in Common the parcel of Land Marked in Said Report as Tract No. 2.

And it is further ordered by the Court and agreed to by the Said parties that the Said parties convey to Each other by Quit Claim Deed the respective tracts so assigned to Each in pursuance of this order.

It is further found by the Court that there is due to Said Clara Bloomer, the Sum of Two Hundred and Seventy and 58/100 dollars. which is a Valid Mortgage lien upon Said premises described in her Cross Petition, and that the Said Sum of Money is the debt of Said parties in the proportion of their interest in Said land. as follows To-wit:- The one Half Thereof with the interest thereon is the debt of Said Dimond, and the one fourth thereof is the debt of Said Rosantha J. Lockwood. and the one fourth is the debt of Said Louretta A. Shirk

It is therefore Considered, ordered, and adjudged, and decreed that the Said Clara Bloomer recover of the Said parties the Said Sum of $271.58 and her Costs herein Expended Taxed at $. together with her Costs herein Expended. and that the proportionate Share of the Same So found due Said Bloomer from the Said Several parties Shall be and remain a lien upon the respective Shares of Each Until So paid, and that So far as Said debtors are concerned herein the respective Share of Each Shall be released from Said indebtedness when his or her Share of Said indebtedness has been paid. and when all has been paid the Clerk of this Court is hereby authorized and directed to Cancel Said Mortgage, on the Records of Deeds and Mortgages of Said County,

It is further found that there is due to the Farmers Bank of Marysville Ohio. from the Defendant. Dimond the Sum of. $ Which is a Mortgage Lein upon the Undivided half interest of the Said Dimond in Said Land.

It is therefore ordered by the Court that Said. Dimond remove Said Lein from Said tract. No 2. herein set off to Said Shirk and Lockwood. and free Said tract No 2. from Said Mortgage lien

It is further found that Said Land is rented for this Season and is partly under Cultivation by order of this Court.

It is therefore ordered that the Several tenants on Said Land be permited to complete the Crops Commenced. Undisturbed and that they Shall leave the ordinary Tenants Share of Said Crops and that the Landlords Share therein Shall be divided Equally one half to Said Dimond, and one half to the Said Shirk and Lockwood.

It is further, ordered, adjudged, and decreed that the Cost of this proceeding including an Attorney fee. To. Robinson & Woodburn. of. $ 7.50 be paid by Said parties in proportion to their respective interest in Said land- and that in default of payment for Sixty days that Execution be awarded as in Judgments at law- against Said parties for their respective Shares. and that for further Compliance with this Order this Case is Continued

Robinson & Woodburn Atty's for Shirk & Lockwood
W. W. Merchant. Atty for Clara Bloomer.

Attest J. M. Gorsuch Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable, Duncan, Dow, Judge of Said Court, of the Term of April to-wit: on the 20th day of June in the Year of Our Lord One Thousand Eight Hundred & Ninety Nine

Be it Remembered that Heretofore, to-wit:, on the 4th day of March A.D. 1896, Jacob C. Lee filed in the Clerk's office of the Said Court of Common Pleas, the following Petition against John Cary and Lizzie C. Cary, to-wit:

No 7655
Petition

Jacob C. Lee
Plaintiff
vs
John Cary and
Lizzie Cary: Defendants

Court of Common Pleas of Union County, Ohio

Petition

The Plaintiff Says, that about the Month of June, 1895, he entered into a Verbal Contract with the Defendants to purchase a Lot and Erect a house for them in the Village of Milford Center, Union County, Ohio, in Consideration Whereof defendants were to repay to Said Plaintiff the Money Expended by him with reasonable Compensation for his time and trouble in Superintending the Erection thereof. - Plaintiff Says that in pursuance of Said Contract he pursuance of Mary Snodgrass and her husband Part of In Lots Numbers 84, 85 and 86 in the Said Village of Milford Center, at a Cost of Two Hundred and Fifty Dollars the title to which was taken in Name of Lizzie C. Cary and afterwards conveyed to John Cary: = That Plaintiff Erected a Dwelling house on Said Lot at a Cost of Eighteen Hundred and Ninety three and 23/100 Dollars: = That the reasonable Compensation for the time and trouble of Plaintiff in Superintending Said Erecting of Said Building is Twenty two Dollars.

"Plaintiff further Says that Said defendants desired Plaintiff to Secure a loan on Said Premises to repay Said Plaintiff in part which loan Plaintiff secured for defendants of the Citizens Home and Savings Company in the Sum of Eleven Hundred Dollars, but in order to Secure Said loan, and pay the premium on the insurance on Said Property demanded by Said Company, and the Examination of title, and of the Property and Recording Deed from the heirs of French Garwood deceased, to perfect the title thereto and dues on Said loan of all which amounted to Eighty three and 99/100 Dollars, leaving, One Thousand and Sixteen and 01/100 Dollars to apply as a Credit on Said Contract.

That Plaintiff accepted a deed for a farm from Said defendants at the agreed Consideration of Eight Hundred Dollars to apply as a Credit on Said Contract, and that Said defendants are entitled to Credit in the Sum of Seventy Nine and 05/100 Dollars for board of Plaintiff.

The balance remaining due from Said defendants to Said Plaintiff on Said Contract is Two Hundred and Seventy three and 17/100 Dollars, which Plaintiff claimes with Six per. Cent interest thereon from November 27th, 1895, being the date of the last payment by Plaintiff on Said House.

Plaintiff therefore asks Judgment against Said defendants for Said Sum of Two Hundred and Seventy Three and 17/100 Dollars with Six per cent interest from November 27th 1895.

John M. Brodrick Attorney
for Plaintiff

No 7655
Receipt

No 7655
Summons

No 7655
Sheriffs Return

No 7655
Entry

The State of Ohio } ss
Union County }

Jacob C. Lee. The Plaintiff. being Sworn Make oath that the facts Stated in the foregoing Petition are as affiant believes true.

Jacob C. Lee.

Sworn to by said Jacob C. Lee before me, and Signed by him in my presence this 4th day of March 1899.

Seal

Jno A. Gorrell, Deputy Clerk

---

No 7655
Precipe

March 4th 1899. The following Precipe was filed in the Clerks office To-wit:

Clerk:

Issue Summons to Sheriff of Union County Ohio for defendants returnable according to law Endorse Money only, amount Claimed $273.47 @ 6% int from Nov 27th 1895

John M. Kredrick Atty for Plaintiff

---

No 7655
Summons

March 4th 1899. 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 Union County

You are hereby commanded to Notify John Cary and Leizzie C. Cary that they have been Sued by Jacob C. Lee in the Court of Common Pleas of Union County, and Must answer by the 1st day of Apl. A.D. 1899 or the Petition of the said plaintiff will be taken as true and Judgment rendered accordingly.

You will Make due return of this Summons on the 15th day of March A.D. 1899.

Witness my hand and the Seal of said Court this 7th day of March A.D. 1899.

Seal

J.N. Gorrell Clerk

---

No 7655
Sheriffs Return

March 11th 1899 The following return was made by the Sheriff of Union County, Ohio, on the above Summons To-wit:

The State of Ohio } ss
Union County }

Sheriffs Return

Received this writ March 6th A.D. 1899 at 8. O'clock A.M. and Served Same by delivering a true and Certified Copy of this writ with all of the indorsments thereon to John Cary and Leizzie C. Cary by leaving Copies at their usual place of Residence on March 10th 1899.

J. Ed Robinson Sheriff.

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | | 80 |
| Copies | | 30 |
| Total | 1 | 75 |

---

No 7655
Entry

June 20th 1899. The following Entry was filed in the Clerks office. To-wit:

Jacob C Lee
vs
John Cary et al

Entry

This day this Cause came on for hearing, and thereupon came

Parties by their Attorneys, and it appearing to the Court that this Cause has been Settled and Compromised between the parties hereto:- it is ordered that the said agreement and Settlement be and the Same is hereby approved and confirmed by the Court. Which Agreement is as follows; Viz:= All Matters of difference between Said Plaintiff and both of Said Defendants are hereby Settled and Compromised in Consideration of the Sum of One Hundred and Fifty Dollars paid by Andrew Cary as Administrator of the Estate of Said Defendant John Cary "deceased" and the Same is hereby ordered as a valid Claim against Said Estate, Said Plaintiff is to pay the December 1899, and June 1899, payments of Taxes on the farm conveyed to him by Said Defendants Situated in Leesburg Township Union County, Ohio,

Said Defendant Andrew Cary as Administrator as aforesaid is to pay the Costs of this Case Taxed at $

Attest J. N. Gosnell Clerk

Brabrick per Plaintiff
D.M. Ayers for Defendants.

---

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. Before the Honorable Duncan Dow Judge of Said Court of the Term of January, To- Wit: on the 25th day of February in the year of our Lord, One Thousand Eight Hundred and Ninety Nine

Be it remembered that heretofore, To-Wit: on the 30th day of December A.D. 1898. Dorotha Pfarr, filed in the Clerks office of the Said Court of Common Pleas the following Petition against Board of County Commissioners of Union County, Ohio, et al. To- Wit:

No 7633
Petition

Dorotha Pfarr = Plaintiff
vs
Board of County Commissioners of Union County, Ohio, Lauren B. Harvey County Surveyor of Said Co. M. A. Shuler and S. F. Eaton
Defendants

Union County Ohio.
Court of Common Pleas

Petition for Injunction.

1st Cause of action

Plaintiff Says that She is the owner of One Hundred and Two and one half acres of land in Dover Tp. Union County, Ohio, Situate on Grassy Run in Said Township. That on the North and East of her land are the lands of Leryden D Calhoun, and C. L. Perkins.

That on the 12th day of September, 1898. Said C. L. Perkins and others filed a Petition with the Commissioners of Union County, praying for a County Ditch on and through the lands of Said C. L. Perkins, and Said Plaintiff, and from the lands of Said Calhoun through the Lands of Said Plaintiff.

That Said Commissioners, Viewed Said Ditch and found the Same, Necessary for the public health, Convenience and Welfare, and ordered Said L. B. Harvey to Survey and locate the Same, all of which was done, and Said Commissioners fixed the 12th day of November, 1898 as the day for filing Exceptions, and for hearing on Said ditch, Said Plaintiff was at Said

hearing and filed her Exceptions to the findings of said Commissioners. That said improvement was Necessary or would be Conducive to the public health, Convienience or Welfare. and at the filing of said Exceptions said Commissioners agreed to review said improvement. and said Plaintiff relying upon said Statement went home. and awaited for said Commissioners to Come out and review said ditch. but they Not Coming She Came in on the 21st day of November, 1898. and then first learned that after She had left. and after the filing of said exceptions they had overruled said Exceptions thereby giving her no hearing on said Exceptions and making a final order thereon, and had Ordered the County Surveyor to go on and Sell the Same, and did Sell the Same on the 19th day of November 1898.

"Imediately upon hearing that said exceptions of Plaintiff had been overruled said Plaintiff filed a written Notice with the Commissioners to appeal therefrom within the time fixed by law to appeal from any final order of said Commissioners and said Commissioners refused and neglected to fix the bond as required by law and are now proceeding to Cause said improvement to be Made through their Surveyer. Lo. B. Harvey. who has Sold and Contracted with said M. A. Shuler and S. F. Eaton to dig said ditch, That the overruling of the exceptions at the time So done by the County Commissioners was a fraud on the rights of this Plaintiff and the persisting in Selling the Same. and refused to fix the bond for an appeal was against her legal remidy in the premises. and left her no legal remidy whatever.

The Notice to Sell said ditch was false and Misleading, as it was advertised as in Leesburg Township, and was Sold as in Leesburg Township, while in fact said ditch was Wholly located in Dover Township, Union County, and the time for the Same was Not Sufficient as it did not give her the legal time to appeal therefrom. and in fact the whole proceedings were so far as this Plaintiff was affected fraudulent and irregular, and if allowed to be carried out will result in great and irreparable damage to this Plaintiff. and that She has no legal remidy at law for said damage.

Said ditch was so far as her interest Wholly Unnecessary for her good in any way, She having a Six inch tile running parallel with this as located. within Ten feet of the Same nearly the whole length of the said ditch which is in good repair and Carries all the Water from her land, and is Sufficient for her health, Convienience, and welfare, yet said County Commissioners have assessed against her out of the whole Cost of said improvement Sixty Six (66$^{00}$) Dollars of the whole Cost of the Same, and to C. L. Perkins whose lands were being Wholly drained by this ditch only about $56$^{00}$ of the Cost of the Same. said Perkins having at least 11. or 12. acres of land. and this Plaintiff Not More than Six acres drained into any ditch. all of which was fully drained by her ditch already in said lands.

2nd Cause of action

Plaintiff further Says: for Second Cause of action that said County Commissioners have located said ditch with its terminus on the lands of said Plaintiff without a Sufficient out let. have given it in fact No out let. but Empty it right in the Middle of a field of said Plaintiff. and thereby will Cover and destroy at least two acres of her best land. said Water will Spread out over all of this land. will inundate said land. and the Grassy Run County Road. rendering it impassable during a great part of the year and leave the Water of this ditch to find its own way over said lands of Plaintiff

over this Public County Road for at least One hundred rods from the terminus of Said ditch, thereby Creating a Nuisance. Wholly destroy and interfearing with public travel, and this Plaintiff inlet to this part of her land. This Said road being her only Public way to Said part of Said farm where Said ditch is located, and by the aforesaid Nuisance Cause her great and irrepriable damage to her and deprive her of egress and ingress to this part of her farm. and the loss of the use of Said lands and leave her wholly without any legal remidy at law Whatever unless restrained by the order of your Honorable Court.

3rd Cause of action

"By way of ammendment to Said Petition, and for 3rd Cause of action thereto: Plaintiff Says: That as located by the Engineer and so threatened to be cut by Said Contractors through and over the lands of C. L. Perkins. Said ditch Spans through and over a Summit of about two feet on the lands of Said C. L. Perkins thereby diverting the Waters that fall upon and accumulate on Said lands over and beyond Said Summit and throwing the Same on the lands of Said Plaintiff out of the Natural Water Course of Said Waters to the great and irrepreable damage of this Plaintiff unless restrained by the order of this Court.

No 7638 Receipt

4th Cause of action

For Fourth Cause of action Said Plaintiff Says, as located and where Said Contractors are Seeking to Cut Said ditch is out of the line of the Natural Course of the Water, and through higher lands and destroys the Natural drainage of the water falling and accumulating on the Plaintiffs land, and Cuts into and destroys the tile drain already therein thereby Causing her great and irreperable damage and leaving her without any legal remidy therefor at law:

No 7638 Order of Injunction.

Said County Commissioners and County Surveyor and Contractors are threatening to throw great quantities of the water accumulating on the lands of Said C. L. Perkins and Cayden D. Calhoun in and upon her Said farm by means of Said ditch heretofore named without any Sufficient out let, and are threatening to and will leave the Same therein to her great and irrepearable damage unless restrained by the order of this Court.

Plaintiff therefor prays that an order of Injunction issue against Said County Commissioners, L. B. Harvey as Such Engineer, and M. A. Shuler, S. F. Eaton as Contractors herein restraining them from Cutting Said Ditch or Causing the Same to be done until Said proper outlet be made, and Said Plaintiff rights be heard and that She be allowed to Show that She has been damaged thereby, and to allow her all the relief She May be entitled to in Said proceedings

J. M. Kennedy Attorney for Plaintiff

The State of Ohio Union County ss

Dorotha P. Parr being first duly Sworn Says the facts and allegations of the foregoing Petition are true

Dorotha P. Parr.

Sworn to and Subscribed by the Said Dorotha P. Parr before me this 30th day of December, 1898

Seal

J. N. Gormell Clerk.

the terminus of
ing with public
d being his only
nd by the aforesaid
e heir of Equo
lands and leave
d by the order of

cause of action
ned to be cut
id ditch from
le. Perkins
id lands over
id Plaintiff
reable damage

located and
ion of of the
the National
d land and
ring her great
remidy thereof

d Contractors
mulating on
nd upon her
any sufficient
to her great
Court.
against said
A. Shuler, S. F.
d Ditch or
and said Plaintiff
been damaged
said proceedings
for Plaintiff

to the facts

er.

fore me this

Clerk.

The State of Ohio Union County ss:

Dorotha P Farr being first duly sworn says that the amendment to said Petition hereto filed. Said amendment being No 8. the facts and allegations thereof are True

Dorotha P Farr

Sworn to and Subscribed by the said Dorotha P Farr this 3rd day of Jan 1899.

J M Gorrell Clerk of Court.

---

No 7638 Precipe

December 30th 1899. The following Precipe was filed in the Clerk of Courts office To-wit:

To the Clerk.

Issue Summons directed to the Sheriff of Union County for the County Commissioners of Union County and Le B. Harvey M. A. Shuler and S F. Eaton indorsed Injunction allowed returnable according to law

J M Kennedy Attorney for Plaintiff

---

No 7638 Order of Injunction.

December 30th 1899. The following order of Injunction was allowed by Probate Judge James McCampbell and filed in the Clerk of Courts office. To-wit:

Dorotha P Farr Plaintiff
vs
Board of County Commissioners of Union County, Ohio, Leander B. Harvey (County Surveyor) M. A. Shuler and S. F. Eaton = Defendants

Order of Injunction
Before the Probate Judge.
Motion for Temporary Injunction in the Court of Common Pleas.
Union County, Ohio.

And Now, on this Thirtieth day of December, 1899. came the Plaintiff by Joseph M Kennedy her Attorney, and it being made to appear that there is at this time No Common Pleas, Circuit, or Supreme Judge within Said County, the Motion of the Plaintiff for a temporary injunction came on and was heard upon the Petition of the Plaintiff and the affidavit therewith 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 cutting the ditch in the Petition described, or causing the same to be done until said proper outlet in the Petition described be made, and said Plaintiffs rights be heard and she be allowed all relief in the premises to which she may be found entitled as prayed for in said Petition of Plaintiff: It is further ordered that the Clerk of the Court of Common Pleas issue Summons in this case endorsed injunction allowed on said Plaintiff giving an Undertaking to the said defendants, conditioned according to law with Security to be accepted by the said Clerk of the Court of Common Pleas, in the Sum of $100.00

James McCampbell Probate Judge

Certificate of Copy

The State of Ohio Union County: ss:

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 for Temporary Injunction now on file in said Probate Court in the said cause.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Court at Marysville this 30th day of December 1898

James McCampbell, Judge and
Ex-Officio Clerk

No 7633. Return on Summons.

December 30th 1899. The following undertaking by Plaintiff for Injunction was filed in the Clerks office To-wit:

No 7634 Undertaking

The State of Ohio Union County ss

Undertaking by Plaintiff for Injunction

Dorotha Pfarr Plaintiff
vs
Board of County Commissioners of Union County Ohio. et al
Defendants

Court of Common Pleas

No 7632 Answer

We bind ourselves to the said defendants, The Board of County Commissioners of Union County, Ohio. Lawson B. Harvey, County Surveyor of said County, M A Shuler and S. F. Eaton in the sum of One Hundred Dollars, that the Plaintiff Dorotha Pfarr Shall Pay to the said defendants the damages they may Sustain by reason of the injunction in this action, if it finally decided that the said injunction ought Not to have been granted

Witness our hands this 30th day of December, 1898

Dorotha Pfarr
Charles Pfarr
Konrad Pfarr

This Undertaking approved by Me. this 30th day of December, 1898

J. McConnell Clerk of said Court.

No 7635 Entry

December 31st 1898. The following Summons was issued and delivered to the Sheriff of Union County Ohio. To-wit:

The State of Ohio
Union County ss

Summons

To the Sheriff of Union County.

You are hereby Commanded to Notify The County Commissioners of Union County, L. B. Harvey, M. A Shuler, and S. F Eaton that they have been Sued by Dorotha Pfarr in the Court of Common Pleas of Union County, and Must answer by the 28th day of January A. D. 1899, or the Petition of the said Plaintiff will be taken as true and Judgment rendered accordingly.

You will Make due return of this Summons on the 9th day of January A.D. 1899.

Witness my hand and the Seal of said Court this 31st day of December, A.D. 1898

J. McConnell Clerk

State, do hereby
nder fu Temporary

set my hand
aryaille this

, Judge and
Clerk

tion was filed

notion

lands. The Board
County Surveyor
ed. Dollars, that
so they may
ided that the

re
r

id Court,

ed to the

to notify
and D. F Eaton
Pleas of Union
the Petition
accordingly.
nary A.D. 1899.
Court this

k

No 7633.
Return on
Summons.

December 31st 1898. The following return was made on the above Summons. by the Sheriff. of Union County, Ohio. To-wit:

The State of Ohio, Union County } ss

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees | $ | 45 |
| Service & Return | | 95 |
| Mileage | | 80 |
| Copies | | 60 |
| Total | $ 2 | 35 |

Received this writ Dec. 31st A.D. 1898 at 10. O'clock A.M. and Served Same by delivering a true and certified Copy of this writ with all of the endorsements thereon to E. M. Fullington. Auditor. who is Clerk of the Board of County Commissioners of Union County L. B. Harvey. and M. A. Shuler. Personally. to D. F. Eaton by leaving a copy at his usual place of Residence. on Dec. 31st 1898

J. Ed Robinson Sheriff.

No 7632
Answer

February. 20th 1899. The following answer of the Board of County Commissioners of Union County. Ohio was filed in the Clerks Office To-wit:

Dorotha Pfarr
vs
Board of County Commissioners

Court of Common Pleas Union County, Ohio.

The Board of Commissioners for answer say. that they admit the Plaintiff owns some lands as alledged in said Petition. and admits a ditch was located on part of said lands. and Not knowing the facts in regard to some of the other allegations. but denies Each and Every other allegation not herein admitted to be true. and asks that said injunction be dissolved. and that they go hence at the cost of this Plaintiff.

W. T. Hoopes Attorney for Defendant.

The State of Ohio Union County, SS.

Thomas Parrish one of the County Commissioners being Sworn Says the foregoing facts are as he believes true.

Thomas Parish.

No 7683
Entry

Sworn to this 20th day of Feb. 1899.

James Mc Campbell Probate Judge.

February 23rd 1899. The following Entry was filed in the Clerks Office. To-wit:

Dorotha. Pfarr = Plaintiff
vs
Board of County Commissioners
et al = Defendants

Entry

This day this cause came on for hearing on the pleadings of the parties and the testimony. and the Court after hearing the same do find for the defendant

It is therefore ordered and adjudged by the Court that the Petition of the Plaintiff be dismissed and the injunction be dissolved. and that the defendants recover their costs of Plaintiff. to all of which ruling and Judgment of the Court the Plaintiff gave Notice of Appeal. and the Court fixed the Bond at $100.00

J M. Kennedy atty for Plaintiff
W. T. Hoopes " " Defts

Attest J McConnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow, Judge of Said Court of the Term of April, To-wit: on the 19th day of June in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore, To-wit on the, 1st day of April A.D. 1899 Anna E. Kerr, filed in the Clerks office of the Said Court of Common Pleas, the following Petition against E. Harry Kerr. To-wit:

No 7669 Petition

Anna E. Kerr Plaintiff
vs
E. Harry Kerr Defendant

Court of Common Pleas, Union County, Ohio
Petition

The Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona-fide residence in the County of Union.

On or about the 10th day of October A.D. 1893, at Marysville, Ohio, She was Married to the defendant.

The defendant has in disregard of his Marital duties been guilty of gross neglect of duty for More than three years last past, in that he has Wilfully Neglected to provide in any way for Plaintiff the Necessaries of life, though well able to do so. So that the Plaintiff has been Compelled to rely on friends for her Support and Said Necessaries

Wherefore Plaintiff prays that She may be divorced from the defendant, and May be restored to her Maiden Name and such other relief as is proper.

D. W. Ayers Attorney for Plaintiff

No 7669 Affidavit

State of Ohio,
Union County ss

Anna E. Kerr being first duly Sworn Says, the facts Stated, and allegations Contained in the foregoing Petition are as She believes true

Anna Kerr

Sworn to before Me, and Signed in My presence this 1st day of April A.D 1899.

(Seal)

J. W. Tilton
Notary Public

No 7669 Precipe

Clerk

Issue Summons and Copy of Petition in the above Case to the Sheriff of Crawford County, Ohio, Endorse, action for "divorce"

D W. Ayers Attorney for Plaintiff.

No 7669 Summons

April 1st 1899, the following Summons was issued to the Sheriff of Crawford County, Ohio. To-wit:

Summons in Divorce

The State of Ohio
Union County ss

To the Sheriff of Crawford County,

You are Commanded to Notify E. Harry Kerr that Anna E. Kerr 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 restored to her Maiden name, and for other proper relief.

No 7669 Proof of Publication

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 10th day of April A.D. 1899.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 1st day of April A.D. 1899.

(Seal)

J N Gamell Clerk

April 10th 1899 The following return was made on the above Summons by the Sheriff of Crawford County, Ohio, To Wit.

The State of Ohio
Crawford County ss

Sheriffs Fees

| | | |
|---|---|---|
| Copy | | 27 |
| Mileage | | 96 |
| Docket | | 30 |
| Return | | 30 |
| Portage | | 02 |
| Total | 1 | 82 |

Sheriffs Return

Received 9. O'Clock A.M. on the 4th day of April A.D. 1899 and Made deligent Search but defendant Harry Kerr was not found in My County, and this writ is returned Unserved.

Chas Vollmer Sheriff
By C. F. Vollmer Deputy

No 7669
Affidavit

April 10th 1899. The following affidavit for Publication was filed in the Clerks Office To-wit

Anna E. Kerr
vs
E. Harry Kerr

Affidavit for Publication

D. W. Ayers being first duly Sworn Says he is the Attorny of the Plaintiff in the above Entitled action, and Says that Service by Summons Can not be Made in this State on the defendant E. Harry Kerr and that his residence is Unknown to the Plaintiff or affiant and that the Cause is one of those Mentioned in Section Five Hundred and forty Eight of the Revised Statutes of Ohio

D. W. Ayers.

D. W. Ayers being first duly Sworn Says the facts Stated and allegations in the foregoing affidavit are as he believes true.

D. W. Ayers

Sworn to before me this 10th day of April 1899

J N Gamell Clerk

No 7669
Proof of Publication

June 10th 1899. The following Divorce Notice and its Proof of Publication was filed in the Clerks office To-Wit:

Anna E. Kerr
vs
E. Harry Kerr

Divorce Notice
Court of Common Pleas, Union County, Ohio.

E. Harry Kerr whose place of residence is Unknown will take Notice that on the 1st day of April 1899. the Plaintiff filed her Petition in the Court of Common Pleas of Union County, Ohio, being Cause No 7669. praying a divorce from

E. Harry Kerr on the grounds of gross Neglect of duty and that said Cause will be for hearing on and after May 25th 1899.

Anna E. Kerr

State of Ohio } ss
Union County } Proof of Publication

The Undersigned being duly Sworn, Says that a Copy of the annexed Notice was Published for Consecutive weeks in the Weekly Tribune, a Newspaper of general Circulation in the County of Union. Said Publication beginning with April 13th 1899.

Chas. F. Monroe

Sworn to and Subscribed before me this 29th day of May, 1899.

Printer fee $7.80

(Seal)

O. W. McAdow
Notary Public

No 7669 Entry

June. 19th 1899. The following Entry was filed in the Clerks office To-wit:

Anna E Kerr
vs
E. Harry. Kerr

Entry

Now Came the Plaintiff, and the Defendant having been legaley Summond by Publication, and having failed to appear for answer and demurer to said Petition, and find that the allegations thereof are Confessed by him to be true.

The Court also find that the Plaintiff at the time of filing her Petition had been a resident of the State of Ohio, for one year next 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 divorce as prayed for.

It is therefore ordered and adjudged by the Court that the Mariage Contract heretofore Existing between the said Anna E. Kerr, and E. Harry Kerr be and the same hereby is dissolved and both parties are released from the obligations of the Same.

It is further ordered that the Petitioner and She hereby is restored to her Maiden Name of Anna E. Ayers

D W. Ayers Attorney for Plaintiff

Attest J. N Gannell Clerk

No 7578
Proof of Publication.

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 25th day of August A.D. 1899

(Seal)

J. McGormell Clerk.

---

And on the 30th day of September A.D. 1899, The Sheriff made the following return on the above order of Sale To-wit:

The State of Ohio, Union County ss

Sheriffs Return

| Sheriffs. Fees: | $ | Cts |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum Appraisers | 1 | 00 |
| Swearing Appraisers | | 25 |
| Conveying Appraisers | | |
| Writing Apprisal | | 25 |
| Copy of Apprisal | | 25 |
| Notice to Sheriff | | 25 |
| Writing Notice | | 25 |
| Mileage | 1 | 28 |
| Poundage | | 41 |
| Return | | 25 |
| Deed | 2 | 00 |
| Total | 6 | 69 |
| Appraisers Fees | 3 | 00 |
| Printers Fees | 11 | 00 |

In obedience to the Command of the Order of Sale hereto annexed. I did on the 28th day of August 1899 Summons Isreal Lane. Warren Owens and Wm McCleary three disinterested freeholders, residents of Said County, who were by me duly Sworn to impartially appraise the Lands and Tenements therein described. Upon actual View, and afterward, on the 28th day of August A.D. 1899 Said Appraisers returned to Me under their hands and Seals, that they did. Upon actual View of the premises, Estimate and appraise the real Value in Money of the Same at Sixty Dollars; A certified Copy of Said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County, And on the 30th day of August 1899 I Caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general circulation in Union County) Said lands and Tenements to be Sold at Public Sale at the door of the Court House of Said County, on the 30th day of September A.D. 1899 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 30th day of September A.D. 1899 at the time and place above Mentioned proceed to offer Said lands and Tenements at public Sale, and then and there came E. Kalter who bid for the Same the Sum of Forty One Dollars, and Said Sum being more than two-Thirds of the appraised Value thereof, and Said E. Kalter being the highest and best Bidder therefor, I then and there publicly Sold and Struck off Said lands and Tenements to him for Said Sum of Forty One Dollars.

J. Ed Robinson Sheriff

---

No 7578 Proof of Publication.

And on the 2nd day of October 1899, The following Proof of Publication of Sheriff Sale was filed in the Clerks Office of Union County Ohio To-Wit:

Sheriff Sale

Leonard Kaulfus
vs
John Hickman

P. A. Thompson Attorney
On order of Sale
Court of Common Pleas. Union County. O.

By Virtue of the above Stated writ to me directed from the Court of Common Pleas of Union County Ohio. I Will offer for Sale at the North door of the Court House in Marysville. Ohio. on Saturday. September 30th 1899. at or about the hour of One O'clock P.M. on said day the following described real Estate To-Wit:

Situated in the Township of Millcreek and Village of. Watkins. County of Union and State of Ohio, and bounded and described as follows; And being the East half in a lot No 14 in said Village. For More definite description reference is made to the recorded plat of said Village in the office of the Recorder of Union County. Ohio.

Appraised at $60.00
Terms of Sale Cash

J. Ed Robinson Sheriff of
Union County Ohio

August 30th 1899 — 6 w

No 7650
Petition

The State of Ohio. Union County ss:

The Undersigned being duly Sworn. Says that a Copy of the annexed Notice was published for 6. consecutive weeks in the Marysville Tribune" a newspaper of general Circulation in the County of Union. the first publication beginning with August 30th 1899.

W. O. Shearer.

Sworn to and Subscribed before me this 1st day of October. 1899.

Printers fees. $11.00

(Seal)

J. N. Gosnell Clerk

---

October 18th 1899. the following Entry of Confirmation was filed in the Clerk of Courts Office To-wit:

No 7573
Entry

L Kaltes. Plaintiff
vs
John Hickman. Defendant

Journal Entry

On Motion of the plaintiff and on his proceedings. The return of the Sheriff of the Sale Made under the former order of this Court. and the Court on Careful examination of the proceedings of the Said Sheriff. being Satisfied that the Same have been had in all respects in Conformity to law. and the 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 L. Kaltes by deed according to law the property So Sold; and the Said purchaser is hereby Subrogated to all the of any lien holder in Said premises So far as he may be paid herein. for the protection of his title

And the Court coming now to Distribute the proceeds of Said Sale amounting to Dollars it is ordered that the Sheriff out of the Money in his hands. pay; First the Treasurer of this County the Taxes. penalty. and interest against Said property To-wit: Secondly The Costs of this action Taxed at Thirdly To the plaintiff L. Kaltes the amount heretofore found due him. with interest to-wit

P. A. Thompson Attorney for Plaintiff

Attest J. N. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville, Willtm and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court of the Term of April To-wit on the 19th day of June, in the year of Our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remberd that heretofore to-wit, on the 28th day of February A.D. 1899, Ella S. Wuntsbaugh filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against David D. Wuntsbaugh To-wit:

Ellas S. Wuntsbaugh
Plaintiff.
VS
David D. Wuntsbaugh
Defendant.

Court of Common Pleas
Union County. Ohio.
Action for Alimony.

No 7650
Petition

The Plaintiff Says= On the 13th day of December A.D. 1897 She was Married to the defendant David D. Wuntsbaugh, and the following Children were born of Such Marriage, Clara A. Wuntsbaugh, Nineteen years of age Pearl Wuntsbaugh aged Eighteen years. Wm T. Wuntsbaugh aged Sixteen years Nellie A. Wuntsbaugh, aged Twelve years.

That Sometime about the Middle of the Month or the 15th thereof of November A.D. 1888 the plaintiff and defendant were with their family residing in Richwood Union County Ohio, as Man and Wife. When about Said date the defendant abandoned the plaintiff and their Said Children, and has Ever Since refused and neglected to in any way provide for the plaintiff or their Said Children, though well able to do So= Plaintiff Says that She has Ever Since Said date been by reason of the Neglect of her Said husband, been Compelled to rely on her own exertions and the Charity of friends for her own and the Support of her Said Children, and has by her own Exertions and the help of friends Maintained with Clothing food and all the Necessaries of life herself and their Said Children.- This plaintiff Says that Said Cause of Action arose in Richwood Union County. Ohio.

Second Cause of Action.

The plaintiff Says that about the 13th day of December, 1897, She was Married to the defendant= That about the 15th day of November, 1888, While herself and the defendant resided in Richwood Union County. Ohio. the defendant abandoned the plaintiff and has Ever Since Said date lived in a State of Adultery with one Minnie White and Now lives in a State of Adultery with the Said Minnie White in Newport State of Tennessee

The defendant is possessed of a one Eighth (⅛) interest in the following Real Estate, County of Union. State of Ohio. Township of Claibourne and known as part of Lot (17) Seventeen of the Survey and Division of Military Survey No. 5809. heretofore Made for Thomas Sweeny by B.F. Williamson containing by the Same One Hundred and Two acres and Ten Poles. for plat of Said Survey See Same Record at Recorders Office of above Said County and State

The above Named plat being the Northern part of Said premises, and described as follows: This Said part is to extend East and West along the entire length of Said premises on the North Side and bounded on the North by Jacob Snyders farm and the farm formerly owned by Mrs Cassidy, and Said part of Said farm is to Extend far Enough South into Said farm Now owned by the Widow and heirs of the late "deceased" David D. Wuntsbaugh to Contain Twenty acres which has been Measured and

Marked, The Said Twenty acres being bounded on the South Side by the remainder of the Langstaff farm.

Also in the County of Union and State of Ohio and Township of Claibourne the following discribed premises. West half of Lot No. Sixteen (16) of Survey No 5809 of Virginia Military District according to Survey Made by A.F. Wilkins. Situate in Union County, Ohio. and containing Fifty One acres (51) More or less, bounded on the East by Wesley Tallmans land. and is the 51. acres purchased of Mr Cassidy by the late deceased David D Wurtsbaugh

Said David D. Wurtsbaugh is about to dispose of or incumber Said property so as to defeat plaintiff from obtaining alimony therein: That Said lands are being Partitioned in Case No. 7640.

Wherefore plaintiff asks that alimony for her Sustenance and Expenses during the pendency of this Suit, and an allowance for the Support of Said Minor Children be granted her, And that on final hearing She May be decreed reasonable alimony out of the property of Said David D. Wurtsbaugh, and that the defendant, David D. Wurtsbaugh be Enjoined from dispersing of Said property in the Meantime, and for all proper relief

D W. Ayers Attorney for Plaintiff

No 7650 Entry

State of Ohio
Union County ss

Ella S. Wurtsbaugh being first duly Sworn. Says the facts Stated, and allegations contained in the foregoing Petition are true

Ella S Wurtsbaugh

Sworn to before Me, and Signed in my presence this 28th day of February, A.D. 1899

R.E. Arthur
Notary Public

(Seal)

---

No 7650
Affidavit for Publication

Ella S. Wurtsbaugh
VS
David D. Wurtsbaugh

Court of Common Pleas
Union County Ohio.
Affidavit for Publication.

Ella S. Wurtsbaugh, Plaintiff being first duly Sworn says that Service of Summons can not be Made in this State on the defendant David D. Wurtsbaugh, and the cause is one of those Mentioned in Section Five Thousand and Forty Eight of the Revised Statutes of Ohio,

Ella S. Wurtsbaugh.

Sworn to before Me, and Signed in my presence this 28th day of February, 1899.

R.E. Arthur
Notary Public

(Seal)

---

No 7650.
Legal Notice and its Proof of Publication

Legal Notice

D W. Ayers attorney

April 22nd 1899.

David D. Wurtsbaugh who resides in the Town of Newport, State of Tennessee. will take notice that on the 28th day of February, 1899, Ella. E. Wurtsbaugh filed her Petition in the Court of Common Pleas of Union County, Ohio. being Case No 7650. praying for alimony to be Charged on defendants Real and personal Estate, and that Said Cause will be for hearing on and after the 20th day of April 1899

March 1st 1899. 6 W

Ella S. Wurtsbaugh

The State of Ohio. Union County, ss:

The Undersigned, being duly Sworn. Says that a Copy of the annexed Notice was published for 6. Consecutive Weeks in The Marysville Tribune, a Newspaper of general Circulation in the County of Union, the first publication beginning with March 1st 1899

W. O. Shearer

Sworn to and Subscribed before me This 22nd day of April. 1899.

Printers fee $3.00

J. H. Gosnell Clerk

---

On June 14th 1899. The following Entry was filed in the office of the Clerk of Courts. of Union County. Ohio To-wit

No 7650 Entry

Ella Wurtsbaugh
vs
David D. Wurtsbaugh

Entry

Now Came the plaintiff. and the defendant having been legally Summoned by publication. and having failed to appear. the Court find being in default for answer and demurer to said petition. and find that the allegations thereof are confessed by him to be true.

The Court also find upon the Evidence adduced that the defendant has been guilty of Adultery. and gross Neglect of duty. and that by reason thereof the Plaintiff is entitled to alimony as prayed for, and that at the time of filing her Petition. She had been a Resident of the State of Ohio for the preceeding the filing of said petition. and there was a bona-fide residence at said County of Union

It is ordered by the Court that the defendant pay the Plaintiff out of his Estate as her reasonable alimony the Sum of $500.00

D. W. Ayers
Attorney for Plaintiff

Attest J. H. Gosnell Clerk

---

Pleas Continued and held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, of the Term of January, To-wit on the 2nd day of January in the year of Our Lord, One Thousand Eight Hundred and Ninety Nine

Be it remembered that heretofore To-wit: on the 27th day of August A.D. 1898. The Joseph R. Peebles Co filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against F. O. Penney To-wit:

No 7586 Petition

The Joseph R. Peebles Sons. Co
Plaintiff.
Vs.
F. O. Penny. Defendant

In the Court of Common Pleas
Union County Ohio
Petition

The Plaintiff is a Corporation duly incorporated, Under the laws of the State of Ohio, and is propriter of. The Live Oak Distillery Co.

There is due Plaintiff from defendant the Sum of. Two Hundred and Thirty-five dollars and one Cent, which it claims. with interest thereon from the 18th day of December, 1897. Upon a Certain account, Upon which there are No Credits, a True Copy of Which account is hereto attached. Marked Exhibit "A" and herewith filed.

Wherefore, plaintiff asks Judgment against the defendant in Said Sum of Two hundred and thirty-five dollars and one Cent. with interest from the 18th day of December, 1897.

J. F. Millar Attorney for Plaintiff

State of Ohio
Union County } ss

J. F. Millar, being first duly Sworn, Says that the plaintiff is not a resident of and is absent from the Said County of Union, that he is its attorney duly authorized in the premises, and that the facts Stated and allegations Made in the foregoing Petition are, as he Verily believes. True

J. F. Millar

Sworn to before Me and Subscribed in My presence this 26th day of August 1898

Seal

Henry S. Stiles
Notary Public.

No 7586 Exhibit "A"

Exhibit "A"

317-319-321 Sycamore Street. Cincinnati O. August 18th 1897
Terms 4 Months

Sold to F. O. Penny, Richwood Ohio.

| | | | |
|---|---|---|---|
| 1. Bbl Live Oak Bourbon | 52 27 | $ 2.25 | $117.65 |
| 1. Bbl Live Oak Rye | 52 16 | 2.25 | 117.36 |
| | | | $ 235.01 |

On August 27th 1898. The following Precipe was filed with the Clerk of Court To-wit:

No 7585 Precipe for Summons

To the Clerk of Said Court;

Issue Summons for the defendant. F. O. Penny. directed to the Sheriff of Union County. returnable according to law. and indorse Thereon "Action for the recovery of Money Only. amount Claimed $235.01 with interest thereon from the 18th day of December, 1897.

J. F. Millar Attorney for Plaintiff

No 7584 Summons

No 7586 Sheriffs Return on Summons.

No 7586 Entry

On August 27th The following Summons was issued by the Clerk and delivered to the Sheriff of Union County Ohio.

Summons

No 7584
Summons

The State of Ohio Union County,

To the Sheriff of Union County.

You are hereby Commanded to Notify F. O. Penny that he has been Sued by The Joseph R. Peebles Sons. Co, in the Court of Common Pleas of Union County, and Must answer by the 24th day of September A.D 1898, or the petition of the Said plaintiff will be taken as true, and Judgment rendered accordingly

You will Make due return of this Summons on the 5th day of September A.D. 1898.

Witness my hand, and the Seal of Said Court this 27th day of August A.D 1898.

(Seal)

J. M. Gosnell Clerk

On September 3rd 1899 The Sheriff of Union County Made the following return on the above Summons To-Wit:

Sheriffs. Return.

No 7586
Sheriffs Return on Summons,

The State of Ohio } ss
Union County

Received this writ August. 31st A.D, 1898. 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. F. O. Penny Personally on September 8th 1898.

J. Ed Robinson Sheriff
By Allen Haines, Deputy

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Mileage | 2 | 54 |
| Copy | | 15 |
| Total | $ 3 | 21 |

On January 2nd 1899 The following Entry was filed in the office of the Clerk of Court To-wit

No 7586
Entry

The Joseph R. Peebles Sons Co
Plaintiff
vs
F. O. Penny - Defendant

The Court of Common Pleas
Union County. Ohio.

Entry

Now Comes the plaintiff, by its Attorney, and the defendant being in default for answer or demurrer, The Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff in the Sum of Two hundred and Forty-Nine dollars and fifty Cents.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said Sum of $ 249.50 with interest thereon from this 2nd day of January, 1899. until paid, and his costs herein Expended Taxed at $

Attest J. M. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable. Duncan Dow, Judge of said Court of the Term of September. To-wit on the 18th day of October in the year of our Lord. One Thousand Eight Hundred and Ninety Nine.

"Be it Remembered that heretofore. To-wit on the 22nd day of July A.D. 1899, Walter F. Branston filed in the Clerks office of the said Court of Common Pleas, the following Petition against Ida M. Branston - To Wit

No 7690
Petition

Walter F. Branston
Plaintiff
VS
Ida M. Branston
Defendant

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

Petition

The plaintiff Says that he has been a resident of the State of Ohio for more than the year last past, and that he is now a bona-fide resident of the County of Union.

That on the 27th day of September. 1876. he was Married to the said defendant. which Mariage relation Still Exists.

There has been Born to the plaintiff and defendant as the result of said Mariage relation the following Named Children now living and Under the age of Majority. To-wit, John P. aged 16. years. Florence L. aged 15 years. Vigor aged 9 years and Inez M. aged 6. years.

The plaintiff is by occupation a Christian Minister and prior to the Month of December. 1897. was pursuing his profession at Harrisburg in the State of Pennsyloania

"That in said Month of December, 1897. the plaintiff found it Necessary, and in the interest of his family to remove his residence from the State of Pennsyloania to Union County in the State of Ohio, and the plaintiff did so remove his residence and established for himself and his family a home and residence in the said County of Union, and requested the defendant to Share his home with him, and live in this County, as the plaintiff's interest and the interest of his family required,

"But the said defendant Neglected and refused to live with the plaintiff, or Cohabit with him, and ever Since the said Month of December, 1897. the defendant has Neglected and refused to live with or Cohabit with the plaintiff. and has refused to have any Communication with plaintiff. or to acknowledge plaintiff as her husband

"The defendant established a Boarding house in said City of Harrisburg where she still lives. Neglecting and refusing to perform any of the duties of a wife to the plaintiff and has so Neglected and refused to perform her Wifely duties from and ever Since the Month of December. 1897.

The Said defendant has with her in the said State of Pennsyloania two of said Minor Children To-wit: John P. and Inez M. and refuses to permit them to Come and live with the plaintiff.

The plaintiff Says that he has frequently requested and urged the said defendant to resume her duties as a wife, but She has Scornfully refused all his requests in that behalf and refused to hold any Correspondence with the plaintiff, and declares that She is dead to the plaintiff, and that She will never be a wife to him again.

The plaintiff Says that the defendant has written letters to persons in the Neighborhood where the plaintiff resides, and persons his profession as a Christian Minister. in which letters She wrongfully Charges the plaintiff

No 7690

No 7690
Legal Notice and its Proof of Publication

with Conduct intended to injure him in his profession and render it difficult for him to procure employment, and lessen his usefulness and influence as a Minister of the Gospel.

The plaintiff says that having failed in all his efforts to induce the defendant to perform her Wifely duties he finds it Necessary to ask for a legal Separation.

The plaintiff charges the defendant with gross Neglect of duty and Extreme Cruelty in the Manner herein Set forth.

The plaintiff prays that the defendant may be duly Notified of the filing and pendancy hereof, and that a hearing may be had hereon, and that upon said hearing he may be divorced from the said defendant, and may have the Custody of said Minor Children and for all such other and further relief as the Nature of the Case may require.

Cameron & Cameron.
Attorneys for Plaintiff

---

On July 22nd 1899. The following Affidavit for Publication was filed in the office of the Clerk of the Court. to. wit.

No 7690

Walter F. Cranston
Plaintiff
vs
J M Cranston
Defendant

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

Affidavit for Publication

The State of Ohio. Union County. ss.

Walter F. Cranston, plaintiff being first duly Sworn depses and Says; - That he has Commenced a Civil action in the Court of Common Pleas of Union County. in the State of Ohio against the defendant Ida M. Cranston, the object and prayr of said Petition is for the plaintiff to obtain a divorce from the said defendant and the Custody of their Minor Children

The affiant Says that the defendant is living in the City of Harrisburg in the State of Pennsylvania and that her Post office adress is Number 249. North Street, Harrisburg, Pennsylvania.

The affiant Says that Service of Summons Cannot be made upon the defendant in the State of Ohio, and he Makes and files this affidavit to the end that Service may be made by Publication.

and further the affiant Saith Not.

Walter F. Cranston

Sworn to before me and Signed in my presence this 21st day of July. 1899

W L. Willis
Notary Public

(Seal)

---

No 7690
Legal Notice and its Proof of Publication

On September 9th 1899. the following Legal Notice and its Proof of Publication was Filed in the office of the Clerk of Court. to-wit:

Legal Notice

Ida M. Cranston residing at No. 249. North Street in the City of Harrisburg in the State of Pennsylvania. will take Notice that on the 22nd day of July. 1899. Walter F. Cranston filed his Petition in the Court of Common Pleas within and for the County of Union and State of Ohio. Charging the said Ida M. Cranston with gross Neglect of duty and extreme Cruelty, and praying that he may be divorced from the said Ida M. Cranston and have the Custody of their Minor Children. Said Petition will Stand for hearing on and after the 11th day of September 1899. Walter F. Cranston.
By Johnson & Cameron his Attorneys

July 26th 1899 = 6-w

The State of Ohio, Union County ss:

The Undersigned, being duly Sworn, Says that a Copy of the annexed Notice was published for 6. Consecutive weeks in the Marysville Tribune a Newspaper of general Circulation in the County of Union, the first Publication beginning with July 26th 1899

W. O. Shearer.

Sworn to and Subscribed before me this. 9th day of September 1899.

Printers fee $3.00

J H Gaskell
Clerk

September 26th 1899. The following Entry was filed in the Clerks Office To. wit

No 7690 Entry

Walter F. Cranston
against
Ida M. Cranston

Entry No 7690

This day the defendant asked, and obtaines leave to amend her answer in said Cause instanter. amended answer filed

Porter & Porter for Defendant.

No 7690 Entry

On October 14th 1899. the following agreement was filed with the Clerk of this Court To-Wit

No 7690 Agreement.

This agreement made and Entered into this 9th day of October. 1899. be and between Walter F. Cranston. and Ida M. Cranston, Witnesseth, that said parties having Concluded that they Can. and will live Together No longer as husband and Wife, Not being able to dwell Together in peace, they do Mutually agree with each other as follows.

It is agreed that the two Minor Children, To-wit Vigor aged about 8 years and Inez M. aged about six years, Shall be Confided to the Care and Support of the Said Ida M. Cranston until they Shall arive at the legal age to Chose for themselves a guardian, and it is also Understood that the other two Minor Children, To-wit John P. aged about 16 years and Florence E. aged about 15 years Shall also live with and be Confided to the Care and Support (So far as they need any Support) of the Said Ida M. Cranston, to the end that all of Said Children may be together with the privilege to the Said Walter F. Cranston to See and Visit them at reasonable times, and while So in her Care or Under her Charge the Said Ida M. Cranston agrees to Make No Charge against the Said Walter F. Cranston for their Maintainance, Education or Support or Charge of any kind.

It is Understood that the Said Walter F. Cranston is Wholly without Means to Make provision for the Said Ida M. Cranston, but in order to Make Such provision and enable the parties to Make this amicable adjustment of their differances, Peleg Cranston, Father of Said Walter F. Cranston, has Consented to advance Money and become Security for him in the following Sums. To-Wit. Said Walter F. Cranston Shall pay to Said Ida M. Cranston $200.00 in Cash the receipt of Which is acknowledged hereon. and Shall Execute to her a Note for $200.00 due in One year from this date, also another Note for $200.00 due in two years from this date with the Said Peleg Cranston as Security.

In Consideration of the payment of the Said Sums of Money and the Execution and delivery of Said Notes the Said Ida M. Cranston agrees to take Charge of the Children aforesaid. and to Accept the Said Money and Notes in full of all Claims or Claims, which She has or might have as the Wife of Said Walter F. Cranston

and agree to Make No further Claim upon him or his Estate for alimony, or for any Money, or Share in any property real or personal, which he has or may hereinafter acquire, and in the event that Said Walter F. Cranston Shall hereinafter acquire real Estate and while Seized of the Same Shall die befor the Said Ida M. Cranston, She will Make No Claim for dower or distributive Share in the Same, but this Settlement Shall be a Bar to any and all Claims or allowances which She otherwise Might have.

"And it is further agreed that in the event of a divorce being granted to either party hereto that this agreement May be recorded as the adjustment of alimony and all Claims which Said Ida M. Cranston May or Might have against Said Walter F. Cranston

In Witness Whereof the Said parties have hereunto Set their hands this day and year first above Written

Walter F. Cranston
Ida M. Cranston.

---

On October 18th 1899 The following Entry was filed in the Clerks Office to-wit:

No 7690 Entry

Walter F. Cranston - Plaintiff
vs
Ida M. Cranston - Defendant.

This day this Cause came on to be heard and the defendant was permited to withdraw her pleading from the files - And this Cause was Submitted to the Court upon the petition and the Evidence = On Consideration Whereof the Court find that due and legal Notice of the filing and pendancy of the petition has been given to the defendant = The Court further finds that the plaintiff was a resident of the State of Ohio, for One year Next preceding the filing of his Petition, and at that time was a bona-fide resident of this County of Lorain, and that the parties were duly Married as Stated in the Petition

The Court finds that the defendant has been guilty of gross Neglect of duty to Said plaintiff as in the Petition Set forth, by reason of which he is entitled to a divorce as prayed for.

It is therefore adjudged and decreed that the Marriage Contract heretofore existing between the parties hereto be and the Same is hereby dissolved, and both parties released therefrom

The Court find that the Said parties have entered into a joint Mutual agreement in regard to the Custody of the Children and alimony a Copy of which is filed in this Case, and the Court having Examined the Said agreement, and heard the Evidence, finds Said agreement is fair and reasonable, and Makes a just and proper provision for the defendant, and therefore approves and confirmes the Same, and orders it to be recorded as a part of this decree.

It is further ordered that the plaintiff pay the Costs herein.

Attest J. M. Gosnell Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow, Judge of Said Court of the Term of September, To-wit on the 29th day of September in the year of our Lord, One Thousand, Eight Hundred and Ninety Nine

No 7698
Sheriffs Return

Be it remembered that heretofore, To-wit: on the 8th day of August A.D. 1899. Millie Geisler filed in the Clerk's office of the Said Court of Common Pleas the following Petition against Claud E. Geisler. To-wit:

No 7698
Petition

Millie Geisler
Plaintiff
VS
Claud E. Geisler
Defendant

In the Court of Common Pleas of
Union County Ohio.

Petition

The Plaintiff says:= That She has been a resident of the State of Ohio for the year last past and has a bona-fide residence in the County of Union "On or about the 1st day of June, 1896, at the Village of Marysville Union County Ohio. She was Married to the defendant. There was one child born of Such Marriage, Viz: Danna Geisler two years old.

No 7698
Entry

The defendant has in disregard to his Marital duties for more than Three years last past, been Willfully absent from plaintiff

Defendant, for more than three years last past has failed, and willfully neglected to provide plaintiff with the common Necessaries of life, So that plaintiff has been Compelled to live upon the Charity of friends, and her own Exertions.

Wherefore plaintiff prays that She May be divorced from the defendant, and that She May be decreed to have the Custody of the Child, and Such other relief as is proper.

John M. Brodrick
Attorney for Plaintiff

August 8th, 1899. Summons in the above Cause was issued by the Clerk of Court and delivered to the Sheriff of Union County, Ohio, To-wit:

No 7698
Summons

The State of Ohio
Union County ss

Summons in Divorce

To the Sheriff of Union County:

You are Commanded to Notify Claud E. Geissler, that Millie Geissler 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 Wilfull absence for More than three years and asking that She be divorced from him. and that She have the Custody of their Minor Child, and for other proper relief. Said Petition will Stand for hearing during the Term of Said Court Next ensuing, and Six Weeks from and after the Service of this writ.

You will Make due return of this Summons on the 21st day of August A.D 1899.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 8th day of August A.D 1899

J. N. Gosnell Clerk

(Seal)

August 9th 1899. The following return on Summons was made by the Sheriff To-wit:

No 7698
Sheriffs Return

The State of Ohio
Union County ss

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees | $ | cts |
| Service & Return | | 65 |
| Mileage | | 32 |
| Copy | | 15 |
| Total | $1 | 12 |

Received this writ August 9th A.D. 1899, at 8. O'clock A.M. and Served same by personably handing, Claud E. Geissler, a true Copy of this writ, together with a certified Copy of Petition on the 9th day of August, 1899.

J Ed Robinson Sheriff

On September 29th 1899. The following Entry was filed in the Clerks office, To-wit:

No 7698
Entry

Millie Geissler
vs
Claud E. Geissler

In the Court of Common Pleas, Union County, Ohio. No 7698

Divorce.

And Now Comes the said Plaintiff, by John M. Broderick, her Attorney and the Defendant having been duly Served with Summons and a Copy of the Petition herein. The Court find that the allegations thereof are confessed by him to be true.

The Court also find that the Plaintiff, at the time of filing her Petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona-fide resident of this County of Union, and that the parties hereto were Married as in the Petition set forth.

The Court further find, upon the evidence adduced that the defendant has been guilty of wilful absence for more than three years last past, and of gross neglect of duty, and by reason thereof She is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court, that the Marriage Contract heretofore existing between the said Millie Geissler and Claud E. Geissler 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: Donna Geissler until the further order, Confided to the said Plaintiff Millie Geissler, and the said Claud E Geissler is hereby Enjoined from interfering in any Manner with Said Child or with Said Millie Geissler in the Custody, Care, Education and Nurture of him until further order of this Court.

It is further Considered by the Court that the Said Millie Geissler recover from Said Claud E. Geissler the Costs herein Expended, and it is ordered that the Said Plaintiff pay the Costs of this prosecution.

Albert J Mosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Pugh. Judge of Said Court of the Term of September, To-wit: On the 21st day of September in the year of Our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore. To-wit; on the 26th day of September A.D. 1898 Mary. O'Neal filed in the Clerks Office. of the Said Court of Common Pleas. the following Petition against George W. O'Neal. To-wit:

No 7595 Petition

Mary. O'Neal
Plaintiff
vs
George W. O'Neal
Defendant

Union Common Pleas

Petition

Plaintiff has been a resident of the State of Ohio for the year last past. and has a bona-fide residence in the County of Union

On or about the 2nd day of May. 1896. at Paulding County Ohio. She was Married to the defendant Under the Name of Eli. W. O'Neal.

One Child only was born of Said Marriage to-wit a boy Nine 11. Months old Named Bud.

Defendant for More than a year last past has failed and Wilfully Neglected to provide plaintiff with the Common Necessaries of life. So that the plaintiff has been Compelled to live on the Charity of friends and her own exertions. because of his idleness profligacy and dissipation,

Defendant. habitually and Violently abused plaintiff during the time that they lived together and often threatened to kill her, And on the 4th of January 1897. removed their household goods and caused plaintiff who was Sick. was taken to the County Infirmary. and they have never lived together Since.

Plaintiff has not seen or heard of defendant Since She was in the Infirmary as aforesaid.

Defendant was guilty of habitual drunkeness throughout the time they lived together = Whereupon plaintiff prays that She May be divorced from defendant and that She May be decreed to have the Custody of Said Child and Such other relief as is proper.

Mary. O. Neal
J B. Cole Plaintiffs Attorney.

No 7595 Legal Notice and its Proof

No 7595 Entry

September 26th 1898. The following Affidavit for publication was filed in the Clerks Office-To-wit:

No 7595 Affidavit for Publication

Mary. O'Neal
vs
George W. O'Neal

Union Common Pleas.

Affidavit for Publication

In Divorce

Mary. O'Neal the plaintiff being first duly Sworn Says that the residence of the defendant. George W. O'Neal is unknown. and cannot with reasonable diligence be ascertained

Mary. O'Neal

Sworn to and Subscribed before me this 26th day of September. 1898.

Robert McGarry
Notary Public

Seal

On September 21st 1898. The following Legal Notice and its proof of Publication was filed in the office of the Clerk of Court. To wit

No 7595
Legal Notice and its Proof

Legal Notice

George W. O'Neal whose place of residence is unknown to plaintiff will take Notice that on the 26th day of September, 1898 in the Court of Common Pleas of Union County Ohio the undersigned Mary O'Neal files her Petition against said George W. O'Neal praying for divorce from him, and for the Custody of their Minor Child,

The said George W. O'Neal is required to answer the Petition in said action not later than Six Weeks after the 29th day of September 1898 the date of the publication of this Notice or said divorce may be granted

Mary O'Neal
J.B. Cole Attorney for Plaintiff

Proof of Publication

The State of Ohio
Union County } ss

The Undersigned being duly Sworn, Says that a copy of the annexed Notice was published for 6. Consecutive Weeks in the Union County Journal, a Newspaper of general Circulation in the County of Union, said publication beginning with September 29th 1898,

A.J. Hare.

Sworn to and Subscribed before Me this 29th day of September, 1898
Printers fees $3.00

J.N. Gosnell Clerk

September 21st 1898. The following Entry was filed with the Clerk of Court. To-wit;

No 7595
Entry

Mary. O'Neal
Vs
George W. O'Neal

Entry

This day this Cause came on to be heard upon the Petition of the Plaintiff and the Court being fully advised in the premises do find for the Plaintiff

First That said parties were Married as alleged in the Petition

2nd That due Notice of the pendancy had been Served on the defendant by Publication in the Union County Journal, a Newspaper of general Circulation in Union County.

3rd That said defendant had been guilty of gross Neglect and extreme Cruelty toward the Plaintiff.

It is therefore Considered, ordered and adjudged by the Court that the Plaintiff have a Complete divorce from said defendant, and that she have the Care, Custody and Control of said Child Henry O'Neal, and she pay the Costs of prosecution

Attest J.N. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doan Judge of Said Court of the Term of September To-wit: on the 26th day of September in the year of our Lord, One Thousand Eight Hundred and Ninety Nine

"Be it remembered that heretofore, To-wit: on the 28th day of February A.D. 1899. Albert Hill filed in the Clerks office of the Said Court of Common Pleas the following Petition against Lydia A. Hill To-wit,

No 7649 Petition

Albert Hill, Plaintiff
vs
Lydia A. Hill, Defendant

} Court of Common Pleas of Union County, Ohio,
Petition

Plaintiff Says he was married to defendant in Coshocton County, Ohio in the year 1876, that he left defendant in 1893. on account of her agressions. She refusing to live with Plaintiff, without giving any just reason for the Same, the defendant refused to perform her duties as Wife to plaintiff. She refused to bed or cohabit with Plaintiff - The defendant refused to wash plaintiffs Cloth or to do any Necessary work for Plaintiff, altho She was Strong and able to perform all of her duties as a wife, Plaintiff Says Defendant was Negligent of his Comfort and Hapiness, he refused to wash his Clothes though fully able So to do, Plaintiff he is a poor man, yet he provided for defendant to the full Extent of his Means, yet She frequently ordered him away from his home, and refused to longer live with plaintiff

Therefore plaintiff prays for Decree dissolving the Marriage relations Now existing between him and defendant - That he be divorced from her and all proper relief

Thomas Reed
Attorney for Plaintiff

No 7649.

The State of Ohio, Union County } ss

Albert Hill being duly Sworn Says the facts and allegations Set forth in the foregoing Petition are true as he verily believes

Albert Hill

Sworn to before me and Signed in my presence this 28th day of Feb. 1899

(Seal)

Jno A Gosnell
Deputy Clerk

No 7649 Entry

Feb. 28th 1899. The following Precipe was filed in the Clerk office to-wit,

No 7649 Precipe

The State of Ohio, Union County } ss

Clerk of the Court of Common Pleas of Union County Ohio

Issue Summons to the Sheriff of Licking County with copy of Petition to be Served on defendant, Return as according to Law

Thomas Reed Atty for Plaintiff.

No 7649 Entry

on February 28th The following Summons was issued by the Clerk and Mailed to the Sheriff of Licking County Ohio. To-wit:

No 7649 Summons

The State of Ohio, Union County } ss

Summons in Divorce

To the Sheriff of Licking County.

You are Commanded to Notify Lydia A. Hill (Lives near Utica) that Albert Hill has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a Petition (a true Copy of which is 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 for other proper relief. Said Petition will Stand for hearing during the Term of Said Court next ensuing, and Six weeks from and after the Service of this Writ.

You will Make due return of this Summons on the 13th day of April A.D. 1899.

Witness my Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 28th day of February A.D. 1899.

(Seal)

J. McConnell Clerk
By Jno. A. Gosnell, Deputy.

March 9th 1899. The following return was made on the above Summons to-wit:

No 7649.

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| on Petition | | 25 |
| Copy | | 20 |
| Mileage | 2 | 40 |
| " on Petition | 2 | 40 |
| Docket | | 25 |
| Returns | | 25 |
| Postage | | 02 |
| Total | $ 4 | 02 |

Received this 8 O'Clock A.M. on the 1st day of March A.D. 1899. and on the 7th day of March A.D. 1899. I Served the Same by delivering a true Copy thereof with all the endorsements thereon, together with a Certified Copy of the original Petition in this Case personally to the within Named defendant to-wit: Lydia A Hill.

G.W. Horton Sheriff.
By Wm Leincke Deputy

April 20th 1899. the following Entry was filed in the Clerks Office to-wit:

No 7649.
Entry

Albert Hill. Plaintiff
against
Lydia Hill Defendant

Court of Common Pleas. of Union County. Ohio.

This day this Case Came on to be heard on plaintiffs Petition and Testimony offered. after due deliberation the Court Not being Satisfied that the evidence was Sufficient. Case Continued until Next Term.

Thomas Reed Atty for Plaintiff

September 26th 1899. The following Entry was filed in the Clerks office to-wit:

No 7649
Entry

Albert Hill
vs
Lydia A. Hill

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

And Now Comes the Said Plaintiff. by. Thomas Reed his Attorney. and the Defendant having been duly Served with Summons and a Copy of the Petition herein. the Court find that the allegations thereof are confessed by her to be true - The Court also find that the Plaintiff at the time of filing his Petition had been a resident of the State of Ohio. for one year next preceding the Same. and was at 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 as a wife, and by reason thereof Plaintiff is entitled to a divorce as prayed for.

It is therefor ordered and adjudged by the Court, that the Marriage Contract heretofore existing between the said Albert Hill and Leydia A. Hill be, and the same is hereby dissolved, and both parties are released from the obligations of the same, and it is ordered that the said Plaintiff pay the costs of this prosecution.

Attest J. V. Gosnell Clerk

No 7603

Pleas 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 September A.D. 1898 to-wit: on the 5th day of October in the year of our Lord, One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore, to-wit, on the 22nd day October A.D. 1898 Edith Bainum filed in the Clerk's office of the Said Court of Common Pleas the following Petition against Lewis S. Bainum to-wit:

No 7603 Praecipe

Edith Bainum
Plaintiff
vs
Lewis S. Bainum
Defendant

Court of Common Pleas
Union County, Ohio
Petition for Divorce

No 7603 Summons.

Edith Bainum, the above complainant says that She is an actual resident of Said County of Union, and that She has been a bona-fide resident of the State of Ohio, continuously for More than one year last past.

That She and the defendant Lewis S. Bainum, were Married to each other, on or about the 23rd day of November, 1892, at Urbana Ohio, and that there is Now living one Child of their Said Marriage, Edna Bainum aged five years.

"That She has always Conducted herself as a true and faithful wife to Said Lewis S. Bainum, and that he has been guilty of Extreme Cruelty toward the Plaintiff.

"Plaintiff Says that Soon after their Said Marriage, as aforesaid, the Said Defendant Commenced a Course of Extreme and Repeated Cruelty toward her, that he often threatened and abused Plaintiff in a Most Shameful and Cruel Manner: That on the day of May, 1893, he became angry at the Plaintiff, and without any Cause on her part, and kicked and bruised Plaintiff, and otherwise threatened her, in a Cruel, angry and revengeful Manner.

That on or about the 1st, of May, 1894, defendant, without the Plaintiffs fault, threatened and abused the Plaintiff, and Threatened her life, and their Childs life, by drawing a knife upon them, and also about the Same time threatened to Shoot Plaintiff and their Child, and then to take his own life, and exhibited a Revolver, and Said that he had procured the instrument to do the deed with

"And that for Two Months Prior to May 5th, 1894, the Said defendant, Made No provision for Plaintiffs Support, and Plaintiff had to rely upon her father, and Sister, and Neighbors for the Necessaries of life.

"The acts of of Cruelty, above alleged, occured at the City of Urbana, Ohio.

No 7603 Sheriffs Return

So plaintiff Charges that the said defendant, has been and is guilty of extreme and repeated cruelty toward this plaintiff.

Wherefore plaintiff prays, that She May be adjudged and decreed a divorce from her said husband Lewis S. Bainum, and that the bonds of this said Marriage may be absolutely dissolved, and for Costs and proper relief

Edith Bainum
By. Robt. McCrory her. Attorney.

State of Ohio
Union County ss

No 7603

Edith Bainum, being duly Sworn Says that the allegations made in the foregoing petition are true as She Verily believes

Mrs Edith Bainum.

Sworn to before Me and Subscribed in my presence by. Edith Bainum this 18th day of October A.D. 1898.

W. M. Winget
Notary Public

(Seal)

On. October 22nd 1898 The following Receipt for Summons, and Copy of Petition was filed in the Clerks Office To-wit.

7603
Receipt

Clerk=

Issue Summons and Copy of Petition, directed to the Sheriff of Champaign. County. Ohio for the defendant, Lewis. S. Bainum
Indivse Divorce

Robt McCrory Attorney for Plaintiff

On October 22nd 1898. The following Summons was issued by the Clerk of this Court. and directed to the Sheriff of Champaign County, Ohio. To-wit.

The State of Ohio
Union County ss

No 7603
Summons.

Summons in Divorce
To. the Sheriff of Champaign County.

You are Commanded to Notify Lewis S. Bainum that Edith Bainum has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a Petition a true Copy of which is herewith delivered to you to be Served on him, Charging him with Extreme Cruelty, and asking that She be divorced from him and that She be decreed Custody of their Child, and for other proper relief.

"Said Petition will Stand for hearing during the term of said Court, next ensuing, and Six Weeks from and after the Service of this Writ.

"You will Make due return of this Summons on the 31st day of October, A.D. 1898.

Witness my Signature as Clerk of our said Court of Common Pleas, and the Seal of said Court at Marysville this 22nd day of October A.D. 1898

(Seal)

J. N. Goodell Clerk

On October 26th the Sheriff of Champaign County, Ohio, Made the following return on the above Summons, To-Wit:

No 7603
Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Service of Petition | | 25 |
| Copy | | 12 |
| Mileage | | 32 |
| Postage | | 02 |
| Total | | 96 |

Received on the 22nd day of Oct A.D. 1898, and on the 25th day of Oct. A.D. 1898, I Served the Same by giving Lewis Bainum a true Copy thereof and at the Same time I Served him with

a Certified Copy of the Petition filed in this Case
S M. McClain Sheriff
By J W. Seigle Deputy

---

On October 5th 1899. the following Entry was filed in the Clerks office. To-wit.

No 7603
Entry

Edith Bainum
Plaintiff
Vs
Lewis S. Bainum.
Defendant

Entry

This Cause came on to be heard on the Petition and Evidence, the defendant being in default of answer or demurrer, although duly Served with process, and upon due Consideration the Court finds that the allegations of the Petition are true, that the defendant has been guilty of Extreme Cruelty to this Plaintiff, and that by reason thereof the Plaintiff is Entitled to divorce as prayed for by her.

It is therefore adjudged and decreed that the Marriage Contract heretofore Existing between Edith Bainum and Lewis S. Bainum be and the Same is hereby dissolved, and both parties are released therefrom.

It is further Considered that plaintiff recover of defendant her Costs herein Expended and Taxed at $

Attest J. McConnell Clerk

No 7675
Receipt

---

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 Ohio, before the Honorable Duncan. Dow. Judge of Said Court, of the Term of September To-Wit on the 21st day of September, in the year of our Lord One Thousand. Eight Hundred and Ninety Nine.

"Be it remembered that heretofore. To-wit. on the 15th day of May A.D 1899. Henry H. Gorden filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Myrtle Gorden. To-wit.

No 7675
Petition

Henry H Gorden
Plaintiff
against
Myrtle C. Gorden
Defendant

Court of Common Pleas
Union County Ohio.

The plaintiff alleges that on the 5th day of February 1897 in this County and State he was Married to the defendant, and has Since resided therein except about three Months of the year 1897, which time the resided in Champaign County Ohio.

The plaintiff further alleges that he has ever Since Said Marriage, Conducted himself toward the defendant as a faithful. Chaste and obedient husband.

Second: The plaintiff further represents that Said defendant, regardless

of her Marital duties and obligations as a Wife, on or about the 1st day of August 1898, abandoned her house and home of plaintiff, and went away with one Christopher Mathers, and has been living with the said Christopher Mathers in Adultry Ever Since.

Third= The said defendant is guilty of gross Neglect of duty toward the plaintiff, and the said plaintiff has Not Cohabited with the defendant Since the first day of August 1898, and has Not even Seen defendant but two or three times Since that time.

The Plaintiff therefore prays that he May be divorced from said defendant, and for Such other relief as Equity May require

F. A. Thompson Attorney for Plaintiff.

State of Ohio
Union County ss

Henry H. Gorden the plaintiff herein being duly Sworn according to law, Says that the allegations in the foregoing Petition are true as he Verily believes

Henry. H. Gorden.

Sworn to before Me and Subscribed in my presence this 15th day of May A.D. 1899.

(Seal)

J Mc Gaskell
Clerk

"Precipe."

To-Clerk

No 7675
Precipe

Issue Summons to defendant, directed to the Sheriff of Union County, Ohio, returnable according to law

F. A. Thompson Atty for Plaintiff

On May 15th 1899, the following Summons was issued and directed to the Sheriff of Union County, Ohio, To-Wit:

The State of Ohio
Union County ss

Summons in Divorce
To the Sheriff of Union County.

You are commanded to notify Myrtle Gorden, that Henry. H Gorden has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be Served on her) charging her with Adultery and gross Neglect of duty, and asking that he be divorced from her and for other proper relief = Said Petition will Stand for hearing during the term of said Court Next ensuing, and Six Weeks from and after the Service of this Writ.

You will Make due return of this Summons on the 29th day of May A.D 1899.

Witness My Signature as Clerk of our said Court of Common Pleas and the Seal of Said Court at Marysville this 15th day of May, A.D 1899

(Seal)

J Mc Gaskell Clerk

May 16th 1899. The Sheriff Made the following return on the above Summons To-Wit:

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 40 |
| Copy | | 15 |
| Mileage | | 32 |
| Return | | 25 |
| Total | $ 1 | 12 |

Received 8. O'clock A M. on the 16th day of May A.D 1899, and on the 16th day of May A.D 1899, I Served the same by delivering a true copy thereof to Myrtle Gorden personally Together with a true copy of the Petition thereof

J. Ed Robinson Sheriff.

On September 21st 1899 The following Entry was filed in the office of the Clerk of the Court. To-wit:

No 7675 Entry

Court of Common Pleas Union Co O

Henry H. Gordon, Plaintiff
vs
Myrtle C. Gordon Defendant

Journal Entry

This Cause came on to be heard upon the Petition and the Evidence, and on failure of the defendant to answer said Petition. Was Submitted to the Court, On Consideration whereof the Court finds that said parties were Married, as Set forth in said Petition, and that the defendant, Committed Adultery with Christopher Mathers, as alleged in the Petition.

It is therefore Considered by the Court that the Marriage relation heretofore existing between said parties be and the same heuby is set aside, and Wholly annulled, and the party released from the obligations of the same, and that plaintiff pay the Cost of this action taxed at $

T. A Thompson Attorney for Plaintiff

Attest J. N. Gosnell Clerk

---

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, To-wit: on the 15th day of September in the year of our Lord one Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore To-Wit: on the 28th day of June A.D. 1899 Arthur H. Henson filed in the Clerks office of the said Court of Common Pleas the following Petition against Ella Henson To-wit:

No 7681 Petition

Arthur H. Henson
Plaintiff
vs
Ella Henson
Defendant

Court of Common Pleas.
Union County Ohio.

Petition

The plaintiff alleges that he has been a resident of the State of Ohio for the year last past, and is now a bona-fide resident of the County of Union

That he was Married on the 9th day of June 1881 to the defendant at Broadway in Union County Ohio. - That ever since said Marriage he has Conducted himself toward said defendant as a Chaste and faithful husband.

That on the 24th day of January 1899, the defendant regardless of her Marital duties toward said plaintiff, and without his knowledge or Conisance, at Marion Indiana at the Nichols Hotel in said City did Commit adultery with one Charley Mozingo, and that on other occations prior to and since said date she has Committed adultery with said Charley Mozingo.

That there was born to said plaintiff and defendant one girl Child now 12 years old the Custody of which the plaintiff ask.

The plaintiff therefore prays that the Marriage Contract between the plaintiff and defendant may be dissolved and that he may be divorced from defendant and for such other relief as may be just and equitable

James E. Robinson Attorney for Plaintiff

No 7681 Affidavit

No 7681 Legal Notice and its Proof of Publication

of the Clerk of

the Petition
ion, Was Submitted
es Were Married,
lley with

ation heretofore
ide, and Wholly
me, and that

Plaintiff

in and for the
on Pleas of the
t. of the Term
Word one

June A.D. 1899.
Common Pleas

ident of the
the County of Union
t at Broadway
nducted himself

ns of her Marital
bance, at Marion
with one
d date she has

Child now

the plaintiff
fendant and

n. Plaintiff

The State of Ohio }
Union County } ss

Arthur H. Henson being duly Sworn Says that the facts Stated and the allegations Made in the foregoing Petition are true.

Arthur H. Henson.

Sworn to and Subscribed before me this 10th day of June, 1899.

James E. Robinson
Notary Public's

(Seal)

June 29th 1899. The following Affidavit for Publication of Notice was filed with the Clerk of this Court - To-Wit

The Court of Common Pleas, Union County, Ohio.

No 7681
Affidavit

Arthur Henson Plff
vs
Ella Henson Deft

Affidavit.

Arthur Henson being Sworn Says that he does not Know and Can not with reasonable diligence ascertain the residence or Whereabouts of the defendant Ella Henson, and that Service cannot be Made on her within the State

Arthur H. Henson.

Sworn to and Subscribed before me this 29th day of June 1899.

Jno A Gosnell
Deputy Clerk

September 15th 1899. the following Legal Notice and its Proof of publication Was filed in the Clerks office To-wit

Legal Notice

No 7681
Legal Notice and its Proof of Publication

Arthur H. Henson
Plaintiff
vs
Ella Henson
Defendant

Court of Common Pleas
Union County Ohio.

Ella Henson Whose place of residence is unknown, will take Notice that on the 2nd day of June, 1899, Arthur H. Henson filed his Petition in the office of the Clerk of the Court of Common Pleas, within and for the County of Union and State of Ohio, Charging the said Ella Henson with adultery with one Charles Mozingo, and asking that he may be divorced from the said Ella Henson, which Petition will Stand for hearing on and after August 3rd 1899.

June 29th 5-w

Arthur H. Henson
By James E. Robinson his Attorney

Proof of Publication

The State of Ohio }
Union County } ss

Henry Huffman foreman of the Richwood Gazette being duly Sworn, Say that the Notice hereto attached was published in the Gazette on the 29th day of June 1899 and Continued thereon Six ~~Consecutive~~ times during all of which time said Newspaper was printed and in general Circulation in Said County.

Henry Huffman.

Sworn to and Subscribed before me this 15th day of September 1899

(Seal) Stephen D. Evans Notary Public

September 15th 1899 The following Entry was filed in the Clerks office to-wit:

No 7681
Entry

Arthur H. Henson
vs
Ella Henson

Divorce

And now comes the said plaintiff by Jas E. Robinson, Attorney and the Defendant having been legaly Summoned by Publication, the Court finds that the allegations thereof are confessed by her to be true:- The Court also finds that the Plaintiff, at the time of filing his Petition had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona-fide resident of this County of Union, and that the parties hereto were Married as in said Petition set forth. = The Court further find, upon the evidence adduced that the defendant has been guilty of Adultery, and by reason thereof 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 Arthur H. Henson, and Ella Henson be and the same is hereby dissolved, and both parties are released from the obligations of the same And it is ordered that the said Plaintiff pay the Costs of this prosecution.

Attest J. McConnell Clerk,

No 7682
Summons

---

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court, of the Term of September, to-wit: on the 15th day of September, in the years of our Lord One Thousand Eight Hundred and Ninety Nine.

Be it Remembered that heretofore, to-wit: on the 1st day of July A.D. 1899 B. E. Baker filed in the Clerks office of the Said Court of Common Pleas, the following Petition against Sarah Baker, to-wit:

No 7682
Petition

B. E. Baker Plaintiff
vs
Sarah A. Baker, Defendant

Court of Common Pleas, Union County, Ohio.

No 7682
Sheriffs Return

Plaintiff Says he 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 6th day of July, 1893, he was Married to the defendant

"That the defendant has Since the 24th day of Oct. 1896, failed and Neglected to do any thing in any way for this plaintiff, that She has Neglected to care for plaintiff in any way, that in fact Said defendant Wilfully left the home of this plaintiff, and ever Since has refused and Neglected to return to the home of Said plaintiff, So that plaintiff has been Compelled to hire his board and Washing and all other Work Notwithstanding Said plaintiff requested this defendant at different times to return to their home, That by reason of Said defendant leaving Said plaintiffs home he has been Compelled to break up his home and board.

No 7682
Motion &c

Thereupon plaintiff prays that he may be divorced from the defendant and Such other relief as is proper

W. T. Hobbs Attorney for Plaintiff

State of Ohio
Union County ss

B. E. Baker being first Sworn Says the allegations of the Foregoing Petition are as he believes true

B. E Baker.

Sworn to and Subscribed in my presence this 24th day of June. 1899.

(Seal)

O. W. McAdow
Notary Public

July 1st 1899. The following Summons was issued by the Clerk of this Court and directed to the Sheriff of Logan County Ohio. To-wit:

No 7682.
Summons

The State of Ohio
Union County ss

Summons in Divorce

To the Sheriff of Logan County.

You are Commanded to Notify Sarah Baker. that B. E. Baker has filed in the office of the Clerk of the Court of Common Pleas of Union County County. and State of Ohio. a Petition (a true Copy of which is herewith delivered to you to be Served on her) Charging her with Wilfull absence. and Neglect of duty. and asking that he May 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 10th day of July A.D 1899.

Witness My Signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville. this 1st day of July A.D. 1899.

(Seal)

J. N. Worrell Clerk

On July 10th 1899. The Sheriff of Logan County. Ohio. Made the following return on the above Summons to-wit:

No 7682
Sheriffs Return

The State of Ohio
Logan County ss

Sheriffs Return

Received this writ July 1st A.D 1899. at 3. O' Clock. P.M. and Served Same by leaving a true Copy of this writ, together with a certified Copy of Petition at the usual place of residence of the within Named Sarah Baker. July 7th 1899.

Wesley Shaw Sheriff

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | |
| on Summons & Petition | | 75 |
| Mileage | | 96 |
| Copy. | | 12 |
| Total | $ 1 | 83 |

on August. 8th 1899. the following Motion in affidavit was filed with the Clerk of the Court To-wit.

No 7682
Motion &c

In Common Pleas Court. of Union County. Ohio.

B E Baker Plaintiff
vs
Sarah Baker Defendant

Motion in affidavit.

Now Comes the defendant by her attorney. and upon leave of Court. first obtained. files this her Motion. and requests the Court that She be allowed a reasonable Sum in lawful Money of the United States,

as alimony pendente lite, and that this Court order the plaintiff, B E. Baker within a Short time to be fixed by this Court, to pay to this defendant Such alimony as may be allowed.

A. Jay. Miller Attorney for Defendant.

State of Ohio
Logan County ss

A. Jay Miller, being duly Sworn, depores and Says, that the Defendant, Sarah Baker, is well known to him, and that She is a woman of poor health, and not Capable of Supporting herself, and that She is entirely dependant on the Charity of friends for Means of existance, and that the plaintiff, B. E. Baker, her husband, is not, and has not for the past two years or more contributed to her Support, and that She has not the Necessary Means to pursue and Maintain Such a defence to the divorce proceedings instituted by her husband as the law would allow her, and that She has Not, pending Such proceedings, any Means for livelihood, Except that provided by friends, and further Defendant Saith Not

A. Jay Miller

Sworn to and Subscribed before Me this August 3rd A.D. 1899.

John C. Bower Notary Public
in and for Logan County, Ohio.

I hereby acknoledge Service of Notice of above Motion, this August 8th A.D. 1899.

W. T. Hoopes
Attorny for Plaintiff

No 7685
Petition

---

September 15th 1899. The following Entry was filed with the Clerk of this Court. To-wit:

In the Court of Common Pleas
Union County, Ohio.

No 7682
Entry

B. E. Baker
vs
Sarah Baker

Divorce

And Now Comes the Said Plaintiff, by W. T. Hoopes, Attorney, and the Defendant having been duly Served with Summons, and a Copy of the Petition herein. The Court find that the allegations thereof are confessed by her to be true. = The Court also find that the Plaintiff at the time of filing his Petition, had been a resident of the State of Ohio, for one year next 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 Neglect of duty and by reason thereof Plaintiff is entitled to a divorce as prayed for.

No 7685
Affidavit

It is therefore ordered and adjudged by the Court that the Marriage Contract heretofore existing between the Said parties be, and the Same is hereby dissolved, and both parties are released from the obligations of the Same; - It is further ordered that the defendant be restored to her Maiden Name of Sarah Henry.

It is further ~~Co~~ordered by the Court that the Said Plaintiff pay the Costs of this prosecution.

Attest J. Nesmith Clerk

B E. Baker
ndant Such

lendant.

l Says. that the
is a Woman
She is Entirely
nd that the
part two
not the Necsary
proceedings
that She has
ht that provided

Notary Public
unty, Ohio.
this August

Plaintiff

the Clerk of

hes. Attorney.
and a Copy of
re Confessed
te time of filing
ear Next
ent of this
in Said Petition
that the defendant
ff is entitled

Marriage
e Same is
tions of the
her Maiden

tiff pay the

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Sowo Judge of Said Court, of the Term of September To-wit; on the 15th day of September ~~A.D. 1899~~ in the year of our Lord, One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore. To-wit: on the 18th day of July A.D. 1899, Gertie Privett filed in the Clerk's Office of the Said Court of Common Pleas, the following Petition against Moses Privitt. To-wit:

No 7685
Petition

Gertie Privitt
Plaintiff
VS
Moses Privitt
Defendant

Court of Common Pleas
Union County, Ohio.

Petition

Plaintiff Says that She is an actual resident of Said County of Union, and that She has been an bona-fide resident of the State of Ohio, Continuously for one year and More last past

That She and the Said Defendant Moses Privitt were Married to Each other on or about the 21st day of January A.D. 1894 at Newton in the State of Illinois and that there is now living at Peoria, Union County, Ohio, one Child of their Said Marriage Gladys L Privitt aged four years old. That She has always Conducted herself as a true and faithful wife to the Said Moses Privitt. That the Said defendant Moses Privitt is guilty of Willful absence from her for More than three years. Without any Cause or reason. That the Said Moses Privitt. defendant. is guilty of gross Neglect of duty in failing to provide for her and their infant Childs Support, he being in good health and able to work.

"Wherefore the Said Plaintiff prays that the Bonds of their Said Marriage May be absolutely dissolved, and that She be adjudged and decreed a divorce from her Said husband, Moses Privitt, and that She be decreed the Custody and Care of their Said infant Child, and for Costs and all proper relief.

W. W. Merchant, Attorney
for Plaintiff

July 18th 1899, The following affidavit for Publication was filed in the office of the Clerk of Court To-wit:

Court of Common Pleas, Union County, Ohio.

No 7685
Affidavit

Gertie Privett, Plaintiff
VS
Moses Privett, Defendant

Affidavit for Publication

Gertie Privet the above named Plaintiff, Sworn that Service of a Summons and Copy of the Petition herein cannot be Served Made within this State upon the defendant, Moses Privett, and that this action is brought by the said Gertie Privett against the said Moses Privett, in this said Court for divorce and the Custody of their one Child, according to the Statutes in Such case Made and provided, and further this Said affiant Saith Not.

Gertie Privett

Sworn to before and by the Said affiant Subscribed in my presence this 18th day of July A.D. 1899

(Seal)

J. H. Gorrell Clerk

September 15th 1899. The following Legal Notice and its proof of Publication was filed in the office of the Clerk of Court to-wit.

No 7685 Legal Notice and its Proof of Publication

Legal Notice

Moses Privett. Whose place is unknown. late of Humbolt Iowa. Will take Notice that on the 18th day of July. A.D. 1899. in the Court of Common Pleas, of Union. County. Ohio. Where the action is now pending, being Cause No 7685. the Undersigned. Gertie Privett filed her Petition against Said Moses Privett. praying for divorce from him. and for the Custody of their Minor child Gladys L. Privett. aged four. The Said Moses Privett is required to answer the Petition in Said action not later than Six weeks after the 20th day of July. A.D. 1899. the date of the first publication of this Notice. or Such divorce May be granted

Gertie Privett

W.W. Merchant Attorney for Petitioner

Marysville O. July 20th 1899. 6. w.

Proof of Publication

The State of Ohio } ss
Union County }

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 July 20th 1899.

A J. Hare

Sworn to and Subscribed before Me this 15th day of September 1899.

Jno A Gosnell Deputy Clerk

Printers fee $ 9.00

September 15th 1899. The following Entry was filed in the office of the Clerk of Courts to-wit.

No 7685 Entry

In Court of Common Pleas. Union County. Ohio.

Gertie. Privett
vs
Moses Privett

Divorce

And now Comes the Said Plaintiff. by. W.W. Merchant 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.

No 7687. Petition

"The Court further find upon the evidence adduced. that the defendant has been guilty of Wilful absence for three years or More. and guilty of gross neglect of duty. and by reason thereof She is Entitled to a divorce as prayed for.

"It is therefore ordered and adjudged by the Court. that the Marriage Contract heretofore existing between the Said Gertie Privett and Moses Privett 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: Gladys L. Privett. of the Said parties hereto be until the further order Confided to the Said Gertie Privett. Plaintiff

No 7687 Summons

"It is further Considered by the Court that the Said Plaintiff recover from Said Moses Privett Said Costs herein expended. and it is ordered that the Said Plaintiff pay the Costs of this Prosecution.

Attest J. N Gosnell Clerk

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court, of the Term of September. To-Wit: on the 15th day of September in the year of our Lord one Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore To-Wit on the 30th day of July A.D. 1899. Jobel Breaston filed in the Clerks office of the Said Court of Common Pleas, the following Petition against Hulda M. Breaston, To-Wit,

No 7687
Petition

Jobel Breaston
Plaintiff
VS
Hulda M. Breaston
Defendant

Union County Ohio, Court of Common Pleas.

Petition

Plaintiff Says he is a bona-fide resident of the State of Ohio, for more than a year and that the cause of action in the above cause of action arose in the County of Union, Ohio and the defendant is a bona-fide resident of Union County, Ohio,

That on the 9th of May 1895, he was Married to the defendant whose Name was Huldy May Underhall, and whome he prays May be Made a party hereto.

That for More than three years Said defendant has been guilty of Neglect of duty toward this plaintiff, and Wholly abandoned him for More than two years last past Wholly refusing to live with him, and refusing and Neglecting to return to him, although often importuned So to do.

That during the time they lived togather Said defendant was often guilty of Extreme Cruelty toward this plaintiff Using Vile and indecent Language toward him, Striking, beating, and Mistreating him, threatening and attempting to kill him with a hatchet, and other dangerous Weapons, all without any fault of his part.

Plaintiff 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,

Jobel Breaston
By. J. M. Kennedy his Attorney

July 30th 1899. The following precipe for Summons was filed in the Clerks Office. To-Wit:

No 7687.
Precipe

To the Clerk:- Issue Summons and copy of Petition to Sheriff of Union County, returnable according to law, for Hulda M. Breaston. Indorse. Divorce prayed for, Cause Neglect of duty and Cruelty.

J. M. Kennedy Attorney

July 20th 1899. The following Summons was issued by the Clerk of this Court and directed to the Sheriff of Union County, Ohio, To-Wit:

No 7687
Summons

The State of Ohio, Union County ss

Summons in Divorce

To the Sheriff of Union County

You are Commanded to Notify Hulda M. Breaston that Jobe Breaston 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 Neglect of duty and Cruelty, and asking that he be divorced from her, and all proper relief, 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 31st day of July A.D. 1899

Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 20th day of July A.D. 1899

(Seal)

Jasper N Gasnell Clerk

No 7691 Petition

July 25th 1899. The Sheriff of Union County Made the following return on the above Summons To-wit.

No 7687 Sheriff Return on Summons

The State of Ohio } ss
Union County

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees | $ | 15 |
| Service & Return | | 65 |
| Mileage | 2 | 56 |
| Copy | | 15 |
| Total | $ 3 | 36 |

Received this writ July 21st A.D. 1899, at 8. O'clock A.M. and Served Same by leaving at the Usual place of residence of Hulda M Breaston a true Copy of this Writ together with a certified Copy of Petition on July 24th 1899

J. Ed Robinson Sheriff

September 15th 1899. The following Entry was filed in the Clerks office To-wit.

No. 7687 Entry.

Jobel. Breaston
vs
Hulda M. Breaston

Entry

This day this Cause came on for hearing on the Petition of Plaintiff, the defendant being in default for answer and the Court on hearing the Evidence, and being fully advised in the premises do find for the Plaintiff

"First:= that Said parties were Married as alleged in the Petition

"Second:= That due Notice of the pendancy of this Case had been Served on the defendant

"Third:= That Said defendant had been guilty of Extreme Cruelty, as Charged in the Petition and gross Neglect of duty

It is therefore Considered, ordered and adjudged by the Court that the Marriage relation heretofore existing between Said parties be dissolved both parties relieved from the obligations thereof, and that the Plaintiff pay the Cost of Said Suit.

Attest J N Gasnell Clerk

Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court, of the Term of September To-Wit: on the 27th day of September in the Year of Our Lord One Thousand Eight Hundred and Ninety Nine,

"Be it Remembered that heretofore to-Wit on the 26th day of July A.D. 1899 Hannah Culver filed in the Clerks office of the Said Court of Common Pleas the following Petition against Leander Culver To-Wit,

No 7691
Petition

Hanah Culver
Plaintiff
VS
Leander Culver
Defendant

Court of Common Pleas, Union County, Ohio.
No 7697
Petition for Divorce and Alimony

Plaintiff Says that She is an actual resident of Said County of Union, and a bona-fide resident of the State of Ohio, Continuously, for one year and More last past,

"That She and the Said defendant Leander Culver were Married to each other on or about the 22nd day of January A.D. 1898, at Union County, Ohio, that there are No Children, issue of Said Marriage; - That She has always Conducted herself as a true and faithful Wife to Said Leander Culver: and that the Said defendant Leander Culver is guilty of extreme Cruelty, in this, in Calling this Plaintiff Vile and indecent Names, and Cursing her in the presence of their Children, and on the 10th day of July A.D. 1899, he brutally Struck her with his fist, and has otherwise ill treated her, Without any Cause or reason on her part, She further Says, that on the 23rd day of July 1899, he drove her from the house in which they lived, altho the Same belonged to her, and that She is fearful of her life, as he has made threats that he would beat her if She crossed him,

"Plaintiff further Says that She owns in her own Name, in fee-Simple the following real Estate - Bounded and described as follows, To-Wit,

"Situate in the County of Union in the State of Ohio, in the Township of Liberty, and being part of Survey, Nos. 6563 and 6776, and being the South one-half thereof:- Beginning in the Center of the Bellefountain and Delaware road at the South East Corner of land owned by Newman Dillon; Thence Northerly with Said Dillons East line 96 poles to a Stake and Stone at the North East Corner of Said Dillons lands; Thence South 81½ deg East 32 poles to the West line of lands owned by the heirs of John Carter "deceased"; Thence Southerly with Said Carters West line 81 poles to a Stake and Stone in the Center of Said Road; Thence Westerly with the Center of Said Road 46 poles to the place of beginning, Containing 24 acres More or less;

"The part hereby Conveyed being 12 acres off the South end of Said Tract and including all buildings, That She has no personal property,

"Plaintiff further Says, that her Said husband, the defendant Leander Culver, owns personal property of the Value of about $500.00, Consisting Namely as follows To-Wit, Two head of Work horses, one Colt, one Cow, one Sow, five head of Shoats, one Riding plow, one Mowing Machine one Harrow, one Wagon, one Buggy, and harness for Work, and Buggy and 12 acres of land, being the North one half of the above described land

"Plaintiff further says, that the said defendant, Leander Culver is about to dispose of said personal property, with the intent and purpose, on his part, to defeat the Complainant in obtaining alimony, as he has said he would sell and did offer to sell said personal property, to defeat this Plaintiff

Plaintiff further says that at the time of, and prior to, her said Marriage with the Defendant, Leander Culver, her Name was Hannah May.

"Wherefore, this Plaintiff prays that She be granted reasonable alimony during the pendency of this action, that the said Leander Culver, the defendant, be enjoined from disposing of or incumbering his property, or any part thereof, during the pendency of this action, and that he be enjoined from disturbing her in the enjoyment of her said premises, and from trespassing on her said Real Estate, and from threatening her this Plaintiff with bodily harm. That the plaintiff be adjudged and decreed a divorce from her said husband, Leander Culver, and that the Bonds of then said Marriage may be absolutely desolved, that She be adjudged and granted such Sufficient alimony as may be just, which alimony Shall be Made a lien and Charge upon said real Estate of the said Leander Culver, in Soever hands it may be found. That She be restored to her former Name of Hannah May, and for Costs and all proper relief

W. W. Merchant. Attorney for Plaintiff.

State of Ohio
Union County ss

Hannah Culver being first duly Sworn, according to law, Says that the facts Stated and allegations Made in her foregoing Petition are true

Hannah Culver.

Sworn to before Me and by affiant Subscribed in my presence, this 26th day of July. A.D. 1899.

Seal

James McCampbell
Probate Judge

No 7691

July 26th 1899. The following Precipe for Summons was filed with the Clerk of this Court. To-wit:

No 7691
Precipe for Summons

To Clerk:

Issue Summons, with Copy of Petition, for the defendant Leander Culver, to the Sheriff of Union County, Ohio, returnable according to law, Indorse said Writ "Action for divorce and alimony, and for Injunction

W. W. Merchant. Attorney for Plaintiff

On July 26th 1899. The following Order of Injunction was allowed by the Probate Judge, James McCampbell, and filed in the Office of the Clerk of Courts To-wit:

No 7691
Order of Injunction

Hannah Culver
Plaintiff
vs
Leander Culver
Defendant

Order of Injunction
Before the Probate Judge
Motion for Temporary injunction in the Court of Common Pleas
Union County, Ohio.

No 7691
Sheriffs Return on Summons

And Now on this 26th day of July 1899, came the Plaintiff by William W. Merchant her Attorney, and it being made to appear that is at this time No Common Pleas, Circuit, Supreme Judge within said County, the Motion of the Plaintiff for a Temporary injunction came on and was heard upon the Petition

of the Plaintiff. and the Affidavit thereto attached. and thereunto 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 disposing of or incumbering his property or any part thereof, and from disturbing Plaintiff in the enjoyment of her Said premises in the Petition Mentioned, and from trespassing upon her Said real Estate as prayed for in Said petition;- It is further ordered that the Clerk of the Court of Common Pleas issue Summons in this Case endorsed injunction allowed and without bond.

James Mc Campbell Probate Judge.

The State of Ohio } ss
Union County } Certificate of Copy

I. James Mc 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 this Cause,

In Testimony Whereof, I have hereunto Set My hand and affixed the Seal of Said Court at Marysville this 26th day of July 1899.

(Seal)

James Mc Campbell
Judge and ex-officio Clerk

July 26th 1899. The following Summons was issued by the Clerk of this Court. and delivered to the Sheriff of Union County Ohio. To-wit.

The State of Ohio } ss
Union County } Summons in Divorce

No 7691

To the Sheriff of Union County,

You are Commanded to Notify Leander Culver That Hannah Culver has filed in the Office of the Clerk of the Court of Common Pleas of Union County. and State of Ohio. a Petition (a true Copy of which is herewith delivered to you to be Served on him) Charging him with extreme Cruelty, and asking that She be divorced from him. and that She be allowed alimony and for other proper relief.- Said Petition will Stand for hearing during the term of Said Court Next ensuing, and Six Weeks from and after the Service of this writ:

You will Make due return of this Summons on the 7th day of August, A.D. 1899.

Witness My Signature as Clerk of our Said Court of Common Pleas. and the Seal of Said Court at Marysville, this 26th day of July A.D. 1899

(Seal)

J Hosnell Clerk

July 27th 1899. The Sheriff made the following return on the above Summons To-wit

The State of Ohio } ss
Union County }

No 7691
Sheriffs Return
on Summons

Sheriffs Return

Received this writ July 27th A.D. 1899. at 8. O'Clock A.M. and Served Same by delivering to Leander Culver. personaly a true Copy of this writ. together with a certified Copy of Petition on July 27th 1899.

J. Ed. Robinson. Sheriff.

| Sheriffs Fees. | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | 3 | 20 |
| Copy | | 15 |
| Total | $4 | 00 |

September 27th 1899. The following Entry was filed in the Office of the Clerk of this Court. To wit:

Hannah Culver
vs
Leander Culver

Divorce

No 7691
Entry

And now comes said Plaintiff by W. W. Merchant Attorney, and the Defendant having been duly served with Summons and a copy of the Petition herein, the Court find that the allegations thereof are Confessed by him to be true, The Court also find that the Plaintiff, at the time of filing her Petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona-fide resident of this County of Union, and that the parties hereto were Married as in said Petition set forth.

"The Court further find upon the evidence adduced, that the defendant has been guilty of Extreme Cruelty 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 Hannah Culver and Leander Culver be, and the same is hereby desolved, and both parties are released from the Obligations of the same

The Court further order that the Plaintiff, Hannah Culver be restored to her former name of Hannah May.

It is further considered by the Court that the said Hannah Culver recover from said Leander Culver, Costs herein expended, and it is ordered that the said Plaintiff pay the Costs of this prosecution

Attest J. M. Gosnell Clerk

---

Pleas Continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doo Judge of said Court, of the Term of September to-Wit on the 27th day of September in the year of our Lord, One Thousand Eight Hundred and Ninety Nine.

No 7689

Be it remembered that heretofore to-wit on the 21st day of July, A.D 1899. Charles L. Stout filed in the Clerks Office of the said Court of Common Pleas, the following Petition against Lillie Stout. To-wit

No 7689
Petition

Charles L. Stout
Plaintiff
vs
Lillie Stout
Defendant

Court of Common Pleas
Union County, Ohio.

Petition

No 7689
Summons.

First Cause of action

"Plaintiff has been a resident of the State of Ohio for the year last past and has a bona-fide residence in the County of Union

"On or about the 18th day of November 1894, he was Married to the defendant

"That the defendant, and Plaintiff lived together after their said Marriage until the 7th day of March 1898 - That while they lived together the said defendant

was guilty of gross Neglect of duty in that She absented herself from their home for three Months, and One year at a time during said Marriage without any Excuse or reason therefor.

2nd Cause of action

The Plaintiff for a Second Cause of action adds all the Averments contained in his first Cause of action and Says that the said defendant has been guilty of Adultery during their said Marriage with Sundry and divers persons, to the Plaintiff Unknown, and in the Month of April A.D. 1895, the said defendant went away from home, and remained away from their said home, until April 27th 1895, when She returned and Communicated to the Plaintiff the loathsom disease of Gonorrhea

"That afterwards the said defendant left the Plaintiff in the Month of September, and was Wilfully absent for about Eleven Months when She returned, and again communicated to the Plaintiff the loathsom disease of Gonorrhea: – When they Seperated and have not lived togather Since,

"The Plaintiff is the owner of the following described property: Being In Sect No 622 in Graham and Beverly's addition to the Village of Richwood in Union County, Ohio,

"Wherefore Plaintiff prays that he May be divorced from the said defendant, and and that the said defendant by the decree of the Court May divested of all her inchoate right of dower in said premises and Such other relief as is proper,

D W Ayres Attorney for Plaintiff.

The State of Ohio
Union County ss

Charles L Stout being first duly Sworn, Says the facts, Stated, and Allegations Contained in the foregoing Petition are true

Charles L Stout.

Sworn to before Me and Signed in My Presence this 21st day of July, 1899

J H Gosnell
Clerk of Court

July 21st 1899, The following Precipe for Summons was filed in the Clerks office To-wit

No 7689 Clerk = Issue Summons and Copy of the Petition to the Sheriff of Champaign County, Ohio, in the above Case, returnable according to law

D W Ayres.

On July 21st 1899. The following Summons was issued by the Clerk of this Court and Directed to the Sheriff of Union County, Ohio, To-wit.

No 7689
Summons.

The State of Ohio,
Union County ss

Summons in Divorce
To the Sheriff of Champaign County.

You are Commanded to Notify Lillie Stout that Charles L Stout has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a Petition (a true Copy of which is herewith delivered to you to be Served on her) Charging her with wilfull absence, and adultery, and asking that he be divorced from her and for other proper relief. Said Petition will Stand for hearing during the Term of Said Court Next ensuing, and Six Weeks from and after the Service of this Writ: = You will Make due return of this Summons on the 31st day of July, A.D. 1899.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 21st day of July A.D. 1899,

Seal

J. H. Gosnell Clerk

July. 31st 1899. The Sheriff of Union County, Ohio. Made the following return on the above Summons to-wit.

No 7689
Sheriffs Return

The State of Ohio
Union County

Sheriffs Return

Received this writ July 22nd A.D. 1899. at 8. O'Clock A.M. and Served Same by handing to the within named Lillie Stout a true copy of this writ, together with a Certified Copy of Petition on the 27th day of July. 1899. at 5. O'clock. P.M.

S. W. Wean Sheriff.
By F. S. Evans Deputy.

| Sheriffs Fees | $ | cts |
|---|---|---|
| Petition | | 25 |
| Service & Return | | 25 |
| Mileage | $ 4 | 90 |
| Copy | | 12 |
| Total | $ 5 | 42 |

No 7617
Petition

September 27th 1899. The following Entry was filed with the Clerk of this Court to-wit.

No 7689
Entry

Charles L. Stout
vs
Lillie Stout

In Court of Common Pleas Union County, Ohio
Divorce

And now comes the said Plaintiff, by D W. Ayers, Attorney, and the Defendant having been duly Served with Summons and a Copy of the Petition herein. The Court find that the allegations thereof are confessed by her to be true.

"The Court also find that the Plaintiff, at the time of filing his Petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona-fide resident of this County of Union, and that the parties hereto were Married as in the Petition Set forth.

"The Court further find upon the evidence adduced, that the defendant has been guilty of Wilfull absence and Adultery, and by reason thereof he is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court, that the Marriage Contract heretofore existing between the said Charles L. Stout and Lillie Stout be and the is hereby dissolved, and both parties are released from the obligations of the same

It is further ordered and decreed that the Plaintiff hold his Real Estate described in the Petition, free from any and all interest of the defendant by reason of said Marriage, and that She be and hereby is desolved of all Dower or life estate in said Real Estate So described as aforesaid.

It is further considered by the Court that the said Plaintiff pay the costs of this prosecution.

Attest J. K. Gamble Clerk

No 7617
Receipt

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 30th day of January in the year of our Lord, One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore to-Wit: on the 3rd day of December, A.D. 1898, Caroline Myers filed in the Clerks of the Said Court of Common Pleas, the following Petition against Fretzy Myers. To-Wit:

No 7617
Petition

Caroline Myers
Plaintiff

vs

Fretzy Myers
Defendant

Court of Common Pleas
Union County, Ohio.

Petition

Plaintiff has been a resident of the State of Ohio, for the year last past, and has a bona-fide residence in the County of Union.

"On or about the 10th day of December A.D. 1881 She was Married to the defendant,

"The defendant for More than three years last past has failed, and neglected to furnish Plaintiff with Clothing, Medicine or any attention in Sickness though well able during Said time to do So.

"The Plaintiff Says that Shortly after their Said Marriage the defendant procured Fifteen Hundred Dollars of her Money, and Squandered the Same by drink.

"That She was taken Sick in Magnetic Springs last June A.D. 1898, and was Sick Until the Month of October following - The residence of Plaintiff and defendant was then in Columbus, Ohio, - In Said Month of October She went to Columbus, Ohio, and found the Said Defendant removing the last of their household goods from their Said residence, and he then refused to provide her a home, or to live with her longer.

"That during her Said Sickness in Magnetic Springs of Said County the defendant refused to either come and See her, or provide for her in any way, and though well able to Make Necessary provision for her, he has Since June last left her entirely to her own resources.

The Plaintiff Says She has a House and Lot in Coshocton, Ohio, House and Lot and Vacant Lot in Magnetic Springs Leesburg Township of Said County.

Wherefore Plaintiff prays that She May be divorced from the defendant, and May be restored to her Maiden Name, and that She May be decreed to hold and have her Said Real Estate free from any Claims or rights of her Said husband, and Such other relief as is proper.

D.W. Ayers
Attorney for Plaintiff

State of Ohio
Union County } ss

Caroline Myers being first duly Sworn Says the facts Stated and allegations Contained in the foregoing Petition are as She believes true

Mrs Caroline Myers

Sworn to before Me and Signed in my presence this 3rd day of December, 1898.

Seal

Wm King Notary Public

Clerk

No 7617
Receipt

Issue Summons on the Petition in the above case to the Sheriff of Franklin County, Ohio, and Copy of Petition & Endorse action for divorce returnable according to law.

D.W. Ayers
Attorney for Plaintiff.

December 8th 1898. The following Summons was issued by the Clerk of this Court directed to the Sheriff of Franklin County, Ohio, To-wit.

Summons in Divorce

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

No 7617 Petition

You are hereby commanded to Notify Freitzy L. Myers that Caroline Myers has filed in the Clerks office of the Court of Common Pleas of Union County, and State of Ohio, a Petition (a true Copy of which is herewith delivered to you to be Served on him), Charging him with Neglect of Duty and abandonment, and asking that She be Divorced from him, and restored to her Maiden name, and for other proper relief; Said Petition will Stand for hearing during the Term of Said Court Next ensuing, and Six Weeks from and after the Service of this writ.

You will make due return of this Summons on the 12th day of December A.D. 1898.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 8th day of December A.D. 1898.

(Seal)

J. M. Gaskell Clerk.

---

December 11th 1898. The Sheriff of Franklin County, Ohio, made the following return on the above Summons To-wit:

No. 7617 Sheriffs Return

State of Ohio, Franklin County } ss

Sheriffs Return

Received 4. O'clock P.M. on the 5th day of Dec A.D 1898, and on the 6th day of Dec A.D 1898. I Served the Same by personally handing a true Copy thereof, together with a Certified Copy of the Petition for Divorce to the within named defendant, Freitzy L. Myers.

Wheeler Yound Sheriff

By Thurman Thompson Deputy

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 50 |
| Copy | | 20 |
| Mileage | | 80 |
| Docket | | 20 |
| Return | | 25 |
| Total | $ 1 | 95 |

No 7445 Petition

---

January. 30th 1899, The following Entry was filed with the Clerk of the Court, To-wit:

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

No 7617 Entry

Caroline Myers vs Freitzy Myers

Divorce

And now Comes the Said Plaintiff, by D. W. Ayres, Attorney and the Defendant have been duly Served with Summons and a Copy of the Petition herein, the Court find that the allegations thereof are Confessed by him to be True.

The Court also find that the Plaintiff, at the time of filing her Petition, had been a resident of the State of Ohio, for one year Next preceding the Same and was at that time a bona-fide resident of this County of Union, and that the parties hereto were Married as in Said Petition Set forth.

The Court find further find, upon the Evidence Adduced, that the defendant has been guilty of gross Neglect of duty and by reason thereof She is entitled to a divorce as prayed for.

"It is therefore ordered and adjudged by the Court, that the Marriage Contract heretofore existing, between the said Caroline Myers and Kirby Myers be, and the same is hereby dissolved, and both parties are released from the obligation of the same

"It is further ordered and decreed that the Plaintiff hold the Real Estate described in the Petition free from any and all interest of the Defendant by reason of said Marriage, and that he be and hereby is divested of all of Dower or Life Estate in said Real Estate so described, as aforesaid.

"It is further Considered by the Court that the said Caroline Myers recover from said Kirby Myers Costs herein expended, and it is ordered that the said Plaintiff pay the Costs of this prosecution.

Attest J Mc Oswald Clerk

---

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan, Dow, Judge of said Court, of the Term of April, to-wit: on the 20th " day of June in the year of our Lord, One Thousand, Eight Hundred, and Ninety Nine,

"Be it Remembered that heretofore, to-wit: on the 18th day of September A.D. 1894, William Moffitt filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John H. Jennings, to-wit:

No 7445 Petition

William Moffitt Plaintiff

vs

John H. Jennings Defendant

Court of Common Pleas

Union County, Ohio.

Petition

Plaintiff says the defendant is indebted to him on a promissory Note of which the following is a copy, with all credits and indorsements

Bybalia March 30th 1894.

One day after date I promise to pay to the order of William Moffitt Three Hundred and Seventy, and 12/100 Dollars with interest 8 per cent $370 12 Value received

John H. Jennings

"On which Note there are the following credits = Nov 22, 1894 Credit by Cash $5.00 April 6th 1895 Cr. ord. on H. Hicks $4.00. April 9th 1895 Cr by Check on Nat. Brooks $3.00 May 22. 1895. Cr by Cash $50.00. Oct 22nd 1895 Cr. by Cash $11.00 Nov 12" 1895 Cr by Cash $8.00.

"There is due Plaintiff from said defendant on said Note the Sum of $385.73 with interest at 8% from the 28th " day of September 1895.

"Plaintiff asks Judgment against this defendant for the Sum of $385 73/100 with int at 8% from the 18th day of September, 1895.

W. T. Hoopes Atty for Plaintiff.

State of Ohio
Union County } ss

W. T. Hoopes being Sworn say, that he is the Attorney of the Plaintiff herein, that the above pleading is founded upon a writen

instrument for the payment of Money, which instrument is now in affiants possession, and the facts are as affiant believes true

W. C. Hoopes

Sworn to and subscribed in My presence this 18th day of September, 1897,

Seal

Jno A Gosnell
Deputy Clerk

---

No 7445
Receipt for Summons

On September 18th 1897, The following Precipe was filed in the Clerk office, To-wit:

Clerk- Issue Summons on above defendant directed to Sheriff of Union County, returnable according to law, indorse action for Money only amount $385.75 with 8% int from Sept. 18th 1895

W.C. Hoopes. Attorney

---

September, 18th 1897, The following Summons was issued by the Clerk of this Court and directed to the Sheriff of Union County, Ohio, To-wit

No 7445

The State of Ohio, Union County } ss

Summons

To the Sheriff of said County:

You are hereby Commanded to Notify John H. Jennings that he has been Sued by William Moffitt in the Court of Common Pleas of Union County, and Must answer by the 16th 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 27th day of September A.D. 1897,

Witness My hand, and the Seal of said Court this 18th day of September A.D. 1897,

J Wgosnell Clerk
By Jno A Gosnell Deputy

---

September 23rd 1897, The following return was made on the above Summons by the Sheriff and filed in the office of the Clerk of this Court- To-wit:

No 7445
Sheriffs Return

The State of Ohio, Union County } ss

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Mileage | 2 | 88 |
| Copy | | 15 |
| Total | $3 | 53 |

Received this writ September 22nd A.D. 1897 at 8 O'Clock A M; and Served same by delivering a true and certified copy of this writ with all of the within indorsements thereon to John H Jennings personally on Sept 22nd 1897.

J. Ed Robinson Sheriff.

---

On May 27th 1898 the following Answer was filed with the Clerk of this Court, To-wit:

No 7445
Answer

William Moffitt, Plaintiff
vs
John H. Jennings, Defendant

In the Court of Common Pleas
Union County, Ohio.

Answer.

And now Comes the said defendant, and for

answer to plaintiffs Petition herein filed Says: that he admits the Making and delivering of the Note herein Set forth, and the payments thereon as Set forth therein, and he denies each and every other allegation therein Contained not herein Specifically admitted.

Second; For his Second defence herein, and by way of cross Petition, Defendant Says that Plaintiff is indebted defendant on an account, a Copy of which is hereto attached, Marked "A" and Made part hereof.

That by agreement between Plaintiff and Defendant, the items of Said account were to be payments on Said Note, and that by reason thereof there Should be Credits on Said Note in addition to those Set forth in Said Petition as follows: March 8" 1894, $7.60; April 20" 1894, $1.12½; July 12" 1894 $6.25; March 5" 1895 $4.71; April 20" 1895, $7.45; June or July 1895, $40.00; January 22nd 1896, $4.06; March 20" 1896 $77.75; June 16th 1896: $144.63, July 26" 1896 $10.72 and February 4th 1897, $12.74 which would pay Said Note in full, and that there is due Said Defendant from Said Plaintiff on Said account, after deducting the full payment of Said Note the Sum of Thirty Six and 92/100 Dollars with Six per cent interest on $1.87 from February 4" 1897, on $7.81 from March 6" 1897; on $15.09 from April 6" 1897; on $.20 from April 12" 1897; on $.20 from June 1st 1897; on $3.13 from July 2nd 1897; on $4.07 from August 15th 1897; and on $3.88 from August 17th 1897, for which Sums with interest as above Set forth defendant asks Judgment against Plaintiff

John M. Kedrick Attorney for Plaintiff.

William Moffitt Pd. John H. Jennings Dr

| 1894 | | | | $ | ¢ | | |
|---|---|---|---|---|---|---|---|
| March 8: | To | 800 ft lath | @ 60 ¢ | 4 | 00 | | |
| " | " | " | 18, 2×4×12 = 144 ft oak | @ $1.25 | 1 | 80 | |
| " | " | " | 18, 4×4×6 144 | " " " | 1.25 | 1 | 80 | 7 60 |
| April | 20" | " | 500 ft fencing oak | " | 1.25 | 6 | 25 | |
| | | " | 300 " oak Posts | " | 1.25 | 3 | 75 | |
| | | " | 200 " 2 in oak | " | 1.25 | 2 | 50 | 12 50 |
| July | 12" | " | 500 " oak | " | 1.25 | 6 | 25 | 6 25 |
| March | 5th | " | Sawing 2163 ft of lumber for Moffitt & Morris @ 40¢ ½ to Moffitt | | | 4 | 33 | |
| " | " | " | 378 laths | " " " " " | 20¢ | | 88 | 4 71 |
| April | 20" | " | 1 piece oak 7×7×14 = 70 ft | @ $1.25 | | 1 | 05 | |
| | | " | 1 " " 7×7×8 40 ft | " | 1.50 | | 60 | |
| | | " | 2 piece " 2×4×8 = 12 | " | 1.50 | | 18 | |
| | | " | 3 " " 2×4×12 = 48 | " | 1.50 | | 72 | |
| | | " | 9 " " 4×4×14 = 175 | " | 1.50 | 2 | 63 | |
| | | " | 150 ft inch oak | " | 1.50 | 2 | 25 | 7 48 |
| June or July | | " | Cash paid on Note per wife | | | 30 | 00 | |
| | | " | " " " " " | " | Self | 10 | 00 | 40 00 |
| 1896 January | 22. | " | 542 lbs. bacon | @ 7.5¢ | | 4 | 06 | 4 06 |
| March | 20. | " | 1263 ft, oak for hand | @ $1.65 | | 20 | 84 | |
| | | " | 2627 " Beech " " | " | 1.25 | 32 | 84 | |
| | | " | 3000 lath | " | 40¢ | 12 | 00 | |
| | | " | 6 piece oak. 2×4×14 = 56 ft | " | 1.65 | | 92 | |
| | | " | 6 " Beech. 2×4×10 = 40 | " | 1.25 | | 50 | |
| | | " | 6 " " 2×4×14 = 56 | " | 1.25 | | 70 | |
| | | " | 812 ft inch lumber beech | | 1.25 | 10 | 15 | 77 95 |
| June | 16" | " | 2 Piece oak for barn. 2×8×14 = 39, ft | @ $1.65 | | | 64 | |
| | | " | 4 " " " " | " 9×9×20 = 540 | " | 8 | 91 | |
| | | " | 1 " " " " | " 9×9×15 = 102 | " | 1 | 68 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| June 16 | To 8 Pieces of Oak for barn. 9×9×14 = @ 285 ft. | 1.65 | 4 | 70 | | |
| " | 19 " " " " " 2×8×10 = " 287 " | 1.65 | 3 | 91 | | |
| " | 1 " " " " " 7×7×8 = 34 @ " | 1.65 | | 56 | | |
| " | 2 " " " " " 7×7×16½ = 136 " " | 1.65 | 2 | 24 | | |
| " | 8 " beech " " 7×7×14½ = 534 " " | 1.25 | 6 | 70 | | |
| " | 4 " " " " 7×7×8 = 136 " | 1.25 | 1 | 70 | | |
| " | 6 " " " " 7×7×20 = 576 " " | 1.25 | 7 | 20 | | |
| " | 2 " " " " 7×7×30 = 256 " " | 1.25 | 3 | 20 | | |
| " | 6 " " " " 6×6×16½ = 297 " " | 1.25 | 3 | 71 | 205 | 65 |
| " | 6 " " " " 6×4×14 = 252 " " | 1.25 | 3 | 15 | | |
| " | 4 " " " " 4×4×14 = 77 " " | 1.25 | | 96 | | |
| " | 2 " " " " 4×4×16½ = 45 " " | 1.25 | | 54 | | |
| " | 4 " " " " 4×4×10 = 75 " " | 1.25 | | 94 | | |
| " | 12 " " " " 4×4×8 = 144 " " | 1.25 | 1 | 80 | | |
| " | 55 " " " " 1×4×9 = 165 " " | 1.25 | 2 | 09 | | |
| " | 2 " " " " 6×6×8½ = 50 " " | 1.25 | | 68 | | |
| " | 10 " " " " 3×3½×14 = 136 " " | 1.25 | 1 | 70 | | |
| " | 32 " " " " 2×5×15 = 400 " " | 1.25 | 5 | 00 | | |
| " | 2 " " " " 2×4×15 = 23 " " | 1.25 | | 29 | | |
| " | 10 " " " " 2×4×12 = 80 " " | 1.25 | 1 | 00 | | |
| " | 1 " " " " 1¼×12×12 = 15 " " | 1.25 | | 19 | | |
| " | 1 " " " " 1¼×12×12 = 15 " " | 1.25 | | 19 | | |
| " | 10 " " " " 2×6×12 = 120 " " | 1.25 | 1 | 50 | | |
| " | 8 " " " " 1¼×4×12 = 48 " " | 1.25 | | 60 | | |
| " | 1016 ft inch lumber for flooring " " | 1.25 | 12 | 70 | | |
| " | 575 " 2 inch Elm " | 1.00 | 5 | 75 | | |
| " | 3136 " lath " | @ 40 ¢ | 12 | 54 | | |
| " | 2599 " Cottonwood Siding " | 1.50 | 38 | 99 | | |
| " | 100 " inch lumber " | 1.25 | 1 | 25 | | |
| " | 400 " lath " | @ 40 ¢ | 1 | 60 | | |
| " | 500 " flooring " | 1.25 | 6 | 25 | 144 | 83 |
| July 26 " | 50 " inch lumber " | 1.20 | | 60 | | |
| " | 60 Pickets | | | 18 | | |
| " | 27 lbs. meal | @ .01 ¢ | | 27 | | |
| " | 217 ft. lumber " | $1.50 | 3 | 26 | | |
| " | 118 " Elm " | 1.00 | 1 | 18 | | |
| " | 16 Pieces of beech 2×4×12 = | 1.28 ft. 1.25 | 1 | 60 | | |
| " | 108 ft. lath " | .40 ¢ | | 43 | | |
| " | grinding 2 bushels " | .05 ¢ | | 10 | | |
| " | " 4 " " | .05 " | | 20 | | |
| " | making 290 gallons cider " | .01 " | 2 | 90 | 10 | 72 |
| 1847 Febry 4 " | Sawing 2548 ft lath " | .20 " | 5 | 10 | | |
| " " | 10 Pieces 2×4×11 = 75 ft " | .35 " | | 26 | | |
| " " | 2 " 1¾×4×12×11 = 40 " " | .35 " | | 14 | | |
| " " | 560 ft. inch lumber " | .35 " | 1 | 96 | | |
| " " | 22 Pieces 1×4×10 = 73 ft " | .35 " | | 26 | | |
| " " | 37 " 1×4×10 = 123 " " | .35 " | | 43 | | |
| " " | 230 ft inch lumber | @ .25 ¢ | | 80 | 324 | 20 |
| " " | 159 " " " " | .35 " | | 56 | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| February 4th | | 38 | piece 1½×4×11 = 209 ft | @ | 35 | ¢ | | | 78 |
| " | " | 332 | ft inch lumber | " | 25 | " | | | 81 |
| " | " | 11 | piece. 2×7×16 = 192 ft | " | 35 | " | | | 67 |
| " | " | 2 | " 1½×7×16 = 28 " | " | 35 | | | | 10 |
| " | " | 17 | " 2×7×16 = 306 " | " | 35 | " | | 1 | 07 |
| " | " | 6 | " 1½×7×16 = 84 " | " | 35 | | | | 29 |
| " | " | 12 | " 2×4×12 = 96 " | " | 35 | | | | 34 |
| " | " | 15 | " 1½×4×10 = 75 " | " | 35 | | | | 26 |
| " | " | 17 | " 2×4×13 = 147 " | " | 35 | | | | 51 |
| " | " | 14 | " 1½×4×12 = 84 " | " | 35 | | | | 29 |
| March 6th | " | 31 | " 1½×4×10 = 156 | " | 35 | | | | 55 |
| " | " | 18 | " 1½×4×9 = 86 | " | 35 | | | | 30 |
| " | " | 8 | " 2×4×14 = 75 | " | 35 | | | | 26 |
| " | " | | inch lumber | 95 | " | 35 | | | 33 |
| " | " | | Grinding 5 bushels | | " | 05 | | | 25 |
| " | " | | Sawing 122 ft of inch lumber | | " | 35 | | | 43 |
| " | " | " | 16 piece. 1×4×12 = 64 ft | | " | 35 | | | 22 |
| " | " | " | 20 " 1×4×17 = 119 " | | " | 35 | | | 42 |
| " | " | " | 14 " 1×4×17 = 70 " | | " | 35 | | | 25 |
| " | " | " | 6 " 2×7×17 = 108 " | | " | 35 | | | 38 |
| " | " | " | 12 " 1½×4×16 = 96 " | | " | 35 | | | 34 |
| " | " | " | 35 ft of inch lumber | | " | 35 | | | 12 |
| " | " | " | 13 Piece 1½×4×13 = 84 ft | | " | 35 | | | 29 |
| " | " | " | 105 ft of inch lumber | | " | 35 | | | 37 |
| " | " | " | 80 " " " " | | " | 35 | | | 24 |
| " | " | " | 1512 " lath | | " | 20 | | 3 | 02 |
| April 6th | " | To | 900 ft of lumber | | " | 1/25 | | 11 | 25 |
| " | " | " | Sawing 3 Sills 16½ feet | | | | | 1 | 20 |
| " | " | " | " 2 " 25 " | | | | | 1 | 25 |
| " | " | " | " 8 Piece 1×8×25 = 58 ft | | @ | 35 | ¢ | | 20 |
| " | " | " | 95 ft beech lumber | | " | 1/25 | | 1 | 19 |
| April 12th | | " | Sawing 176 ft lumber | | " | 35 | ¢ | | 62 |
| " | " | " | " 80 " " | | " | 35 | " | | 28 |
| June 1st | | " | grinding 4 bushels | | " | 05 | " | | 20 |
| July 2nd | | " | grinding 8 bushels | | " | 05 | " | | 40 |
| " | " | " | Sawing 24 piece, 4×4×14 = 192 ft | | " | 35 | " | | 67 |
| " | " | " | " 17 " 4×4×4 = 136 " | | " | 35 | " | | 48 |
| " | " | " | " 120 ft of 1½ inch lumber | | " | 35 | " | | 42 |
| " | " | " | " 76 " " 1½ " " | | " | 35 | " | | 27 |
| " | " | " | " 9 Pieces. 2×7×11 = 110 ft | | " | 35 | " | | 39 |
| " | " | " | Grinding 10 bushels | | " | 05 | " | | 50 |
| August 18th | | " | Sawing 4 Piece 1×12×14 = 56 ft | | " | 35 | " | | 20 |
| " | " | " | " 12 " 2×4×14 = 112 " | | " | 35 | " | | 39 |
| " | " | " | " 3 " 2×6×14 = 42 " | | " | 35 | " | | 15 |
| " | " | " | " 20 ft of inch lumber | | " | 35 | " | | 07 |
| " | " | " | " 6 piece 4×4×14 = 144 ft | | " | 35 | " | | 50 |
| " | " | " | " 9 " 4×4×14 = 171 " | | " | 35 | " | | 60 |
| " | " | " | " 3 " 2×4×14 = 27 " | | " | 35 | " | | 09 |
| " | " | " | " 2 " 2×6×14 = 28 | | " | 35 | " | | 10 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | August 18th To Sawing 18 ft mch lumber | @ 25 ₰ | | 04 | | |
| | " " " " 1½ lath | " 20 ₰ | | 28 | | |
| | " " " " Pickets | | 1 | 65 | | |
| | August 17" " To order of Le A. Dixon on Mrs Moffitt | | 8 | 88 | 4 | 07 |
| | June 11" " ½ Material for line fence with Self & Rash as follows | | | | 3 | 98 |
| | " " " 60 Pickets | | | | | |
| | " " 84 Piece 4"x7"x16' | $1.68 (½) — | | 84 | | 84 |
| | " " 1 " 42 ft | | | | | |
| 1894 | " " order on Malen Wright | | 14 | 00 | 14 | 00 |
| | | Total | 380 | 55 | | |

September 20th 1898. The following Reply was filed with the Clerk of this Court. to-wit:

William Moffitt.
Plaintiff.
vs
John H. Jennings
Defendant.

Court of Common Pleas
Union County. Ohio.

Reply.

No 7445
Reply

The Plaintiff for reply herein Says. all items in defendants answer. Under date of March 8th 1894. also all items in Said Answer under date of April 20th 1894. also all items in Said answer under date of July 12th 1894. also items in Said answer of date April 20th 1895, also items date of June or July. 1895. also items of Jan 22nd 1896. Plaintiff denies the items of Said Answer of March 20th 1896. known as house bill. Said Plaintiff denies ever getting amount Charged. but did get. 3598 ft for house bill.

"Said Plaintiff denies getting the items in Said answer of June 16" 1896. known as barn bill. Said Plaintiff Says he did get Under Said date for barn 8786 ft and no More and that the excess Charged on Said date of March 20" 1896 is $20.88 and on the date of June 16th 1896 $13.77. Said Plaintiff herein denies the items in Said answer as to Lath

"Said Plaintiff denies the items in Said answer. April 6th 1897. also items of 95 ft Inch lumber @ $1.25. also the item of July 2" 1897. also the item. order of Le A. Dixon. 3.88. also 1894 order on Malen Wright $14.00.

Said Plaintiff Says that on all lumber Charged at $1.65 was to high. and Should have been Not More than $1.50 per hundred feet. and that all lumber Charged at $1.25 was two high and Should have been at $1.15 per hundred ft.

That all Cottonwood Siding Charged at $1.50 is two high and Should have been Charged at $1.15". Said plaintiff herein denies that Said items hereinbefore refered to as too high are Just. and that he owes the Same. but Says he only owes Such prices as hereinbefore Set out in regard to Said items

"Said Plaintiff denies that there was an agreement that any act was to be Credit on Said Note.

Wherefore Said Plaintiff prays as in his Said Petition

W. C. Hoopes atty for Plaintiff

State of Ohio
Union County ss

William Moffitt being Sworn Say the allegation herein are as he believes true

William. Moffitt

Sworn to before me this 20th day of Sept. 1898. Seal Jno A Bonnell Deputy Clerk

No 7445
Order to Referee

No 7445
Oath of Referee

No 7445
Referees. Report

Feb 21st 1898. The following Entry was filed with the Clerk of this Court to-wit:

No 7445
Entry

William Moffitt
vs
John H Jennings

Entry

This day by Consent of both parties this Cause is refered to J.H. Kinkade Referee herein, who is directed to ascertain and report to this Court his Conclusions in law and facts in this Case, and to cause the testimony of the witnesses to be taken by Miss Anna McCrory, Court Stenographer, and report the same with his report herein. Each Witness to Sign at Conclusion of his testimony in Short hand, and the Stenographer to affix Name of Each witness to the testimony in long hand.

Brodrick & Deft-
W.C. Hoopes.

May 3rd 1898. The following Order to Referee, Oath of Referee and Referees Report was filed with the Clerk of this Court, to-wit:

No 7445
Order to Referee

The State of Ohio
Union County ss

Order to Referee

To J.H. Kinkade- Greeting;

You have been appointed referee in the Case of William Moffitt, Plaintiff against John H Jennings, defendant, being Cause No 7445 in the Court of Common Pleas of said County. Which is in the words and figures following:- William Moffitt vs. John H. Jennings, No. 7445, Entry. This day by Consent of both parties this cause is referred to J.H. Kinkade, Referee herein, who is directed to ascertain and report to this Court, his Conclusions of law and facts in this case, and to cause the testimony of the Witnesses to be taken by Miss Anna McCrory, Court Stenographer, and report the same with his report herein, each witness to Sign at Conclusion of his testimony in Short hand, and the Stenographer, to affix Name of each Witness to the Testimony in long hand.

In Witness Whereof I have hereunto set my hand and the Seal of our said Court of Common Pleas, this 21st day of Sept. 1898

J.H. Gaskell Clerk

(Seal)

No 7445
Oath of Referee

Oath of Referee

I J.H. Kinkade, do Solemnly Swear that I will faithfully hear and examine according to the requirements of the order of reference of same, the cause of William Moffitt, Plaintiff, against John H. Jennings, defendant, being cause No 7445 pending in the Court of Common Pleas of Union County, Ohio, and Make a just and true report thereon to the best of My Understanding, as required by the Order of reference issued by said Court to Me

April 5th, 1898.

J.H. Kinkade Referee.

Sworn to and Subscribed before Me this 5th day of April 1898

J.H. Gaskell Clerk

(Seal)

No 7445
Referees Report

William Moffitt Plaintiff
vs
John H. Jennings Defendant

Court of Common Pleas, Union County Ohio

Hon. Duncan Dow, Judge.

In this Case, after being duly Sworn according

to law, as Shown in the oath attached hereto, and returned herewith, in pursuance of Notice given to said parties, through their respective attorneys, on the 5th day of April 1899, at the Court House, Maysville, Ohio, the Undersigned referee, in pursuance of and in accordance with the Command of the order of reference hereto attached, and returned herewith, Commenced the hearing of this Cause,

Present; W.T. Hoopes, Attorney, on behalf of the Plaintiff, and John M. Brodrick attorney, on behalf of the Defendant. Also William Moffitt, Plaintiff and his Witnesses, John H. Jennings, Defendant, and his Witnesses. Also Anna McCray Stenographer, and the Referee,

"After the Statement of the Case, the Witnesses on both Sides were called and Sworn, and an order issued requiring Separation of the Witnesses (this was at the request of both parties) The defendant opened the case, it being agreed that the burden of proof was with him.

John H. Jennings was first Sworn and Examined as a Witness, on behalf of the defendant, also Sarah Jennings and E.R. Dixon, when the further hearing of the Cause was adjourned until April 6th, 1899, at Nine O'clock A.M.

2nd day

Thursday April, 6th 1899 9. O'clock A.M. Met pursuant to adjournment. Same parties present.

"Frank Middlesworth, Sworn and Examined as Witness for defendant, also F.S. Hagar, and N.H. Swigart, and Charles Dawson, and Harvey M. Shelley, and William Morris, and John Bonham and defendant then rested.

William Moffitt, was Sworn and examined as a Witness, on behalf of the Plaintiff, also E.E. Beem, and John W. Moffitt, and W.H. Lucas, and Plaintiff rested.

"Defendant then Examined John H. Jennings in rebuttal, and rested.

"April 28th 1899: Both parties Submitted their arguments,

"Both parties having Concluded the evidence on their respective parts, and their arguments, and finally Submitted the Cause. I as such Referee, do find the following facts,

"First: That defendant Sets up in his pleading, by way of Cross-Petition; a Set-off or Counter-Claim, Various items of a book account, which he Claims Should be Credited, as payments Upon Said Note, Claiming an agreement to that effect.

"Upon this Claim I find an implied agreement to that effect, and I find that the defendant is entitled to have Credited Upon Said Note, So Much of Said book account as is Established by a preponderence of the evidence.

"Upon this Claim of the defendant, I find that the Plaintiff in his pleading (reply) and in his Testimony Substantially admits the greater part of the defendants Claim, but especially denies the following items To-wit: item of March 8th 1894, of $7.60, and item of April 20, 1894, of $12.50, and item of July 12" 1894, of $6.25; and item of June 1895, of $40.00, and item of April 6" 1897, of 11.25 and item of 1894 of $14.00

"Upon these items, I find as follows: That the item of March 8" 1894 of $7.60, and the item June, 1895, of $40.00, and the item of ----1894 of $14.00, are not established, and upon these three items aggregating $61.60, I find for the Plaintiff, that these items are not established as Credits Upon Said Note.

"But I find from all the Testimony and the pleadings, that the said defendant is entitled to have the balance of his Claim Counted as Credits Upon Said Note which I estimate with interest at the rate of 6% up to the

No 7445 Entry

date the issues were joined in this case, the same date to which the Note was Calculated, to amount to the Sum of - $360 05, Which Sum deducted from the amount found to be due on Said Note leaves a balance due upon Said Note of $119.50.

Third: I therefore find for the Said Plaintiff, in the Sum of $119.50. with 8% interest thereon from Sept. 19th 1898. Which Sum together with his Costs herein, he is entitled to recover.

"As to the law, in this case, I would State that there was no question as to the law, the Usual and well known rules of law to govern herein, as to production of Testimony weight Thereof, preponderance, &c, and upon the law and the facts in the case I find for the Plaintiff, in the Sum of $119.50 with 8% interest from Sept. 19th 1898. Said findings I duly published to the parties on the 2nd. day of May 1899.

"The testimony of all the Witnesses Examined on the hearing, was reduced to Writing and Signed by them respectively, as the Conclusions of each Witnesses testimony in the Short-hand Notes, and the Same Transcribed by the Stenographer in long hand and witness name affixed thereto by the Stenographer. Which Testimony is returned and filed with this report.

"The Stenographer was duly Sworn at the beginning of this hearing; the Cost bills for the hearing before me is hereto attached, and made a part of this report and is approved by me.

Plaintiff is entitled to 8% interest upon $119.50 from Sept. 19th 1898. All of which is respectfully Submitted, this 2nd day of May, 1899.

J H. Kinkade Referee.

Cost Bill.

J M Gasnell Clerk
J Ed Robinson Sheriff
Witness docket No. 9, Page. 252 & 258
Anna McCreary Stenographer.
J H Kinkade Referee

| | Pffs | | Defts | | |
|---|---|---|---|---|---|
| | $ 11. | 13 | 7. | 66 | |
| | 12. | 18 | 11. | 64 | |
| | 23. | 30 | 27. | 05 | |
| | 45. | 00 | | | |
| | | | 50. | 00 | |
| Total | 91 | 61 | 96 | 35 | $ 187 96 |

May 3rd 1899. The following Entry was filed with the Clerk of this Court to-wit:

Mr Moffitt Pltff
vs
John H Jennings. Deft

No 7445 - Entry

Entry

This Cause coming up for hearing upon the Report of the Referee. J H. Kinkade filed this day; - The Court orders a fee of $60.00 to be paid to the Referee, and the defendant is granted 10. days in which to file any Exceptions to the Said Report that he may desire

Brodrick for Deft
W. T. Hoopes.

May 9th 1899. The following Exceptions to Report of Referee was filed in the office of the Clerk of this Court. To-wit:

William Moffett
Plaintiff
vs
John W. Jennings
Defendant

In the Court of Common Pleas
of Union County Ohio.

Exceptions to Report of Referee

No 7445
Exceptions to Report of Referee

And now comes the said defendant and excepts to the Report of the Referee herein, and for grounds thereof Says.

First= That the said Referee having found an implied agreement between the parties, that the defendants Counter Counter Claim was to be applied as a payment on the Note Sued on as set forth in Plaintiffs Petition. the defendants is therefore entitled to have each item of his said account as found by the Referee credited as of the date thereof as set forth in his said answer, and Cross Petition and Exhibit "A" thereto attached

Second The Referee and Stenographer having been selected by agreement of both parties, the Costs of the Case should not be taxed wholly against the defendant.

No 7580
Petition

Third. The Referee Erred in his finding of the amount due from the defendant to the Plaintiff from his finding of facts herein.

John M. Brodrick
Attorney for defendant.

June 20th 1899 The following Entry was filed in the Clerks office. To-wit:

William Moffitt
vs
John W Jennings

No 7445

Entry

This day this Cause Came on for hearing on the report of the Referee herein before filed herein, and also on the Exceptions of the defendant thereto. and the Same was argued by Counsel and Submitted to the Court.

On Consideration Whereof the Court do Sustain the first and third Exceptions and overrule the Second Exception, So that Said Report as Corrected by the Court Shows a Balance due Plaintiff from Defendant on September, 18th 1899, Forty Dollars and Ninety one Cents instead of One Hundred and Nineteen Dollars and fifty Cents as found by Said Referee.

It is therefore considered and adjudged by the Court that Said Report of Said Referee as Modified as hereinbefore set forth be, and the Same is hereby affirmed and confirmed. and that Said Plaintiff William Moffitt. recover of Said Defendant John W Jennings. the Sum of Forty Three Dollars and Eight Cents. with Eight per cent interest thereon from this date. viz: June 20th 1899, and the costs herein. Taxed at $218 21. and Execution is awarded therefor

Brodrick for Defendant.

Attest J M Gasmellelink

No 7580
Precipe

Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doan, Judge of Said Court of the Term of April, To-Wit: on the 1st day of May in the year of Our Lord, One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore To-wit: on the 20th day of August A.D. 1898 Aaron Boylan assignee of W.M. Snodgrass, filed in the Clerks office of the Said Court of Common Pleas, the following Petition against Mary A Snodgrass and W.Y. Roots, To-Wit:

Aaron Boylan, assignee of W.M. Snodgrass, Plaintiff
vs
Mary A. Snodgrass and W.Y. Roots. ---- Defendants

No 7580
Petition

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

Petition

The Plaintiff Says that he is the duly appointed and qualified assignee of Wm M. Snodgrass.

That this action is founded upon a Promissory Note of which the following is a true Copy.

$510.00 Milford Center Feb 18th 1896.

Thirty days after date for Value received we promise to pay to A. Boylan assignee of W.M Snodgrass, Five hundred and Ten Dollars.

Mrs Mary A Snodgrass
W.Y. Roots.

"There are No Credits Nor indorsments upon Said Note.

"That the Plaintiff as assignee is Still the owner and holder of Said Note; = That it is due and Unpaid, = That there is due from the defendants, Mary A. Snodgrass and W.Y. Roots on Said Note the Sum of $510.00 which he claims with interest from the 18th day of March, 1896, and for which he prays Judgment against the Said defendants

J.H. Kinkade atty for Plaintiff

State of Ohio Union County ss.

Personally appeared J.H. Kinkade, who being duly Sworn, Says, that he is the attorney of the Plaintiff above Named (Aaron Boylan assignee of W.M. Snodgrass). That the above pleading is founded upon a Written instrument for the payment of Money only, and Said instrument is in the possession of the affiant, and that the facts Stated in Said petition are true as he verily believes

J.H. Kinkade.

Sworn to before me and Subscribed in my presence this 20th day of August, 1898.

(Seal) John A. Gassett Deputy Clerk

To. The Clerk

No 7580
Precipe

Issue Summons in above case returnable according to law "Indorse. for Money only. Amount claimed $510.00 with interest from March 18th 1896, against Mary A. Snodgrass and W.Y. Roots, addressed to Sheriff of Union County,

J.H. Kinkade Attorney
for Plaintiff

Aug 20th 1898. The following Summons was issued by the Clerk of this Court and directed to the Sheriff of Union County, Ohio to-wit.

No 7580
Summons.

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

You are hereby Commanded to Notify Mary A. Snodgrass and W. H. Roots. that they have been Sued by Aaron Boylan, assignee of W. M. Snodgrass in the Court of Common Pleas of Union County, and Must answer by the 17th day of September A.D. 1898, or the Petition of the said Plaintiff will be taken as true, and Judgment rendered accordingly

You will Make due return of this Summons on the 24th day of August A.D. 1898.

Witness My Hand and the Seal of said Court this 20th day of August A.D. 1898

(Seal)

J. N. Gosnell Clerk

August 24th 1898 the above Summons was returned by the Sheriff endorsed as follows. to-wit:

No 7580
Sheriff Return

The State of Ohio, Union County ss } Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | | 40 |
| Copies | | 30 |
| Total | $1 | 75 |

Received this writ August 22nd A.D. 1898 at 8. O'Clock A.M. and Served Same by delivering a true and certified Copy of this writ with all of the endorsement thereon to Mary A. Snodgrass and W. H. Roots, personally on August 24th 1898

J. Ed Robinson Sheriff.

December 26th 1898 The following Answer was filed with the Clerk of this Court-to-wit:

No 7580
Answer.

Court of Common Pleas
Union County, Ohio.

Aaron Boylan Assignee of
W. M. Snodgrass. = Plaintiff
Vs
Mary A. Snodgrass, and
W. H. Roots = Defendants

Answer

The defendants answer to the Petition of Plaintiff.

and admits: = 1st That they executed the note described in Plaintiffs Petition. to A. Boylan as assignee of W M. Snodgrass as alleged.

2nd The defendants Say that the said Mary A. Snodgrass is the wife of the said assignor. W M. Snodgrass. and was his wife at the date. and time of the execution of said Note. and had been his wife ever since about the 18th day of September 1879.

"That when She Married said Snodgrass. he was then the owner of a Stock of goods, Wares, and Merchandise. which he was Selling at retail in a Store room in Milford Center in said County; and he Continued in said Business (adding goods thereto at times) retailing said goods and Merchandise up to the 11th day of January. 1896. at which time he had become largely in debt. and insolvent. and Made an assignment of said goods. Wares. and Merchandise. together with Some other property to said Boylan for the benefit of the Creditors of said Snodgrass.

"That while said Snodgrass was in said business, and before he began to fail in the same, to-wit, about the 14th day of December, 1880, the said Mary A. Snodgrass, received in her own right, from the Estate of William Gabriel "deceased" the sum of Eight Hundred Dollars, and which was absolutely her own Means and Money.

"That on the 12th day of April, 1881, She loaned, and furnished, to her said husband, at his request, Five hundred dollars, of said Eight hundred dollars, for the express purpose of going into said Store, and Stock of goods, and for the purpose of aiding her said husband in keeping up said Stock, and in running said Store, and in retailing said Stock of goods.

"That about the 8th day of October, 1881, the said Mary A. Snodgrass loaned and furnished her said husband, at his request, the balance of said Eight hundred dollars, To-wit: Three hundred dollars - all to go into, and be used in said Store - and for the same purpose of aiding her husband in keeping up said Store, and Stock of goods and retailing the same, and Making said business a Success so far as her said Money would do it. And all of her said Eight hundred dollars was used by her husband in running said Store of goods, and in retailing and keeping up said Stock of goods, Wares and Merchandize. And all of her said Money Was used by the said assignor in said business, and all of said Money, with interest, was to be paid back to her by her said husband the assignor

"That her said husband had paid back to her of said Eight hundred dollars the following amounts - and No More - and at the times following To-wit:

| | | | | |
|---|---|---|---|---|
| 1885. | August | 25th | paid on her said claim, the sum of | $ 20.00 |
| " | September | 4th | " " " " " " " " " | 10 00 |
| " | " | 25th | " " " " " " " " " | 10.00 |
| 1890. | " | 23rd | " " " " " " " " " | 25.00 |
| " | October | 24th | " " " " " " " " " | 5.00 |
| " | " | 16th | " " " " " " " " " | 5.00 |
| | | | Total | 75.00 |

"Defendants further say that said Mary A. Snodgrass, had no Notice, or knowledge, that her husband intended to assign said goods for the benifit of his Creditors, until the same was done and completed. That when She learned that her husband had Made an assignment of these goods, She immediately, To-wit: on the 21st day of January, 1896, Made out and presented her said Claim, duly Verified, to said assignee, and requested him to allow the same as a Valid Claim against her said husband, and Claiming in said account, so presented, that She was a Creditor of her husband, prefered to all others of his Creditors &c. = That said assignee, after Carrying said Claim for Many Months, finally rejected the same.

"That on its rejection She immediatly Commenced an action in the Court of Common Pleas, to Compell said assignee to allow said Claim, as a Valid Claim against her husband, in the Settlement of his said trust as said assignee. "And Such proceedings were had in said action "That at the April Term, 1897 of the Court of Common Pleas, said assignee, was ordered and adjudged to allow said Claim, as a Valid Claim, in the Settlement of his said trust, and in the sum and as Claimed by said Mary A. Snodgrass, after deducting of said Credits, as will More fully appear by reference to the records of said Court.

"That the assignee obtained an order of the Probate Court, to Sell said goods at private Sale, and had the same duly appraised the appraid

Value being five hundred and Ten dollars, and at this time Said assignee had and held the Said Claim of of Said Mary A. Snodgrass under advisement, and has neither rejected or allowed the Same, and She for her own protection took Said goods at Said appraised Value, with the express Understanding that She waived no right to her interest in, and to Said as a prefered Creditor against Said assets. and She Executed Said Note with the Understanding and agreement that if it Should appear that She was Such Creditor prefered to all other Creditors, and entitled to be first paid her Claim out of Said goods, or the proceeds thereof, then, her Claim being Much larger than the amount of Said Note, Said Note Should be Surrendered to her, and that no Money Should be required of her on the Same, With this arrangment and agreement She Executed Said Note, and for no other purpose, That Said W. J. Roots was only Security for her on Said Note.

"Said Mary A. Snodgrass avers that She is a prefered Creditor as to Said goods, and is entitled to be paid as Such, before any other Creditor of Said assignor.

"That Said assignee has made no dividend of the assets of Said assignee, and Stele holds all the assets So assigned.

"Defendants therefore ask that Said Mary A. Snodgrass be declared a prefered Creditor as to Said goods, that Said Note be ordered to be delivered to them to be Cancelled, that they be allowed to go hence without day, and recover their Costs. And defendants ask all other and further relief that in justice and Equity they are Entitled to by reason of the premises

Porter & Porter Attorneys for Defendants.

"Mary A. Snodgrass, the defendant above named, being duly Sworn, Makes oath, that the facts Stated in the foregoing answer are true as She Verily believes.

Mrs Mary A. Snodgrass

"Sworn to by Mary A. Snodgrass, before me, and Signed by her in my presence this 25th of December, A.D. 1898

Charles Rice, Justice of the Peace in and for Union T.P. Union Co. Ohio

"May 1st 1899. The following Entry was filed with the Clerk of this Court to-wit:

No 7651

Aaron Boylan assignee of W. M. Snodgrass
Vs.
Mary A. Snodgrass, and W. J. Roots

No 7580 Entry

Entry.

This day this Cause came on to be heard upon the Petition of Plaintiff, and the answer of Mary A. Snodgrass, and the Evidence, and was argued by Counsel.

In Consideration whereof the Court find that the Said Mary A. Snodgrass is a prefered Creditor of the Said assignor W. M. Snodgrass, and Entitled to be first paid out of the assets after the Costs and Expenses are paid by Said assignee

"And the Court find that the amount of the Claim of Said Mary A. Snodgrass against Said assignee Exceeds Said Note Mentioned in plaintiffs Petition, and find that the remainder of the assets outside of Said Note are not Sufficient to pay all the Costs and Expenses of Said assignment, and that the amount yet Necessary to pay Said Costs and Expenses is about $75.00.

"It is therefore ordered that when an amount Necessary to pay Said Costs and Expenses, Not Exceeding $75.00 Seventy five dollars be paid by defendants

to Said assignee for Said purpose. then Said assignee is ordered to deliver up Said Note to Said Mary A. Snodgrass for Cancellation. and in default of payment to Said assignee of Said $175.00 Execution is awarded against defendants

Attest J N Gosnell Clerk

Porter & Porter for Defts
J. H Kinkaide for Plff

"Pleas Continued and held at the Court House in Marysville, Within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas. of the State of Ohio. before the Honorable Duncan Dow. Judge of Said Court. of the Term of September. D- Wit: on the 14th day of September in the year of our Lord one Thousand Eight Hundred and Ninety Nine.

"Be it remembered that heretofore to-wit: on the 1st day of March A.D. 1899. Elizabeth Peacock filed in the. Clerks office of the Said Court of Common Pleas. The following Petition against Alphonzo Marks. et. al.

Elizabeth Peacock
Plaintiff
Vs
Alphonzo Marks and
Martha Marks- Defendants
No 7651
Leggie Cashill

Court of Common Pleas of
Union County Ohio

Petition

Plaintiff Says that She was the owner of the hereinafter described Real Estate. holding title in fee-Simple. Said land is described as follows. Part of Survey No- 3354. beginning at a Stake in the Center of the Marysville and Milford Road (Pike Pike) and Southwest Corner of James Welches Lot. S 49¼ E. passing his Corner at 15 11/100 poles 17 17/100 poles to a Stake: Thence S. 41½ W. 4 56/100 poles to a Stake: Thence N 49¼ W. 17 57/100 poles to a Stake in the Center of Said Marysville and Milford Road: Thence with the Center of Said Road N. 41½. E 4 56/100 poles to the Beginning. also beginning at a Stake Northwesterly to the above described Lot: Thence with the Same as the Easterly line of Said Lot N. 41½. E. 1 20/100 poles to a Stake in the line of S.J. Stimates Lot: Thence with Said line N. 76° W. 27 2/100 poles to a Stake Corner of James Lot in the line of the above described Lot: Thence with Said line S. 49¼ E. 2 2/100 poles to the Beginning Containing one half acre More or less. Recorded in Book 61. Page 355. Records of Union County. Ohio.

"Plaintiff Says that on the 28th day of July. 1897. She deeded the Real-Estate hereinbefore described to her Son Alphonzo Marks. and her daughter Celia Gibson. Without any Consideration and with the express Understanding that at any time Plaintiff Might request or ask the Same. the Said Alphonzo Marks and Celia Gibson Would deed the Same property back to Plaintiff

"She Says the Said Celia Gibson is Now "deceased" leaving an only heir Leggie Cashell who has deeded back all of her right tie and to Said property to her Grandmother. Plaintiff in this action

"Plaintiff Says for her Cause of action that She deeded the land herein described to defendants as herein before Stated and that She. Plaintiff has often asked defendant Alphonzo Marks to deed back to her the hereinbefore described land. and he Marks refused to do the Same- Therefor Plaintiff

Prays this Court for a decree Cancelling and holding said deed for Naught and that She be restored to all things She has lost and all proper relief

Thomas Reed Attorney for Plaintiff

The State of Ohio } ss
Union County }

Elizabeth Peacock being duly Sworn Says the facts and allegations set forth in the foregoing Petition are true as She Verily believe

Elizabeth Peacock

Subscribed and Sworn to in my presence this 1st day of March. 1899.

(Seal)

J M Gosnell
Clerk of Court

No 7651 Amended Petition

No 7651 Precipe

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

Issue Summons to the Sheriff of Lucas County Ohio. to Serve Alphonzo Marks and Malintha Marks Returnable according to law Indorse Petition to Set aside Deed

Thomas Reed. Atty for Plaintiff

"March 2nd 1899. The following Summons was issued by the Clerk of this Court and directed to the Sheriff of Lucas County. Ohio. To-wit.

Summons.

No 7651 Summons

The State of Ohio } ss
Union County }

To the Sheriff of Lucas County.

You are hereby Commanded to Notify Alphonzo Marks and Matintha Marks that they have been Sued by Elizabeth Peacock in the Court of Common Pleas of Union County and Must answer by the 1st day of April A.D. 1899. or the Petition of the Said Plaintiff will be Taken as true and judgment rendered accordingly

You will Make due return of this Summons on the 18th day of March A.D. 1899

Witness My hand and the Seal of Said Court this 2nd day of March A.D. 1899

(Seal)

J M Gosnell Clerk

March. 13th 1899. Summons returned and filed Endorsed as follows To-wit.

No 7651 Sheriffs Return

The State of Ohio } ss
Union County }

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 40 |
| Return Doc. Post- | | 30 |
| Mileage | 1 | 60 |
| Copy | | 40 |
| Total | $2 | 70 |

Received this writ March 3rd A.D. 1899. at 2. O'Clock. P.M. and pursuant to its Command. on the 4th day of March 1899. I Summoned the within Named defendant. Alphonzo Marks by leaving at his usual place of residence a true and certified Copy of this writ with the endorsments hereon on the 4th day of March. 1899

"I Summoned the within Named defendant Malintha Marks by delivering to her a true and certified copy of this writ with the endorsments thereon

Chas Slagan. Sheriff.
By John A. O Dwyer Deputy

March. 16th 1899. The following Amended Petition was filed in the Clerks office to-wit.

Elizabeth Peacock. Plaintiff
against
Alphongo Marks. and
Malintha Marks - Defendants

Court of Common Pleas of Union County, Ohio.

Amended Petition

No 7651
Amended
Petition

Defendant Says that She was the owner of the hereinafter discribed Real Estate Situated in Union County, and in the Village of Marysville, Ohio. Plaintiff holding the title in fee-Simple. Said land is discribed as follows.

"Part of Survey No 3354. beginning at a Stake in the Center of the Marysville and Milford Road (fmr Pike) and South-west Corner of James Welches Lot. S. 49¼. E. joining his Corner at 15 12/100 poles. 17 57/100 poles to a Stake: Thence S. 41½. W. 4 56/100 poles to a Stake: Thence N. 49¼. W. 17 57/100 poles to a Stake in the Center of Said Marysville and Milford Road: Thence with the Center of Said Road N. 41½ E. 4 56/100 poles to the beginning.

"Also beginning at a Stake Northwesterly to the above described lot: Thence with the Same as the Easterly line of Said Lot N. 41½ E. 1 20/100 poles to a Stake in the line of S. J. Stamates lot: Thence with Said line N 76° W 27/100 poles to a Stake. Corner of James Welches lot in the line of the above described lot: Thence with Said line S. 49½ E. 2 2/100 poles to the beginning. Containing one half acre More or less as Shown by Records of Deeds of Union County. Ohio. Book 61. Page 355.

"Plaintiff Says that She on the 28th day of July. 1887. Deeded the land hereinbefore described to her Son Alphongo Marks and daughter Celia Gibson without Consideration. that they the Said Marks and Gibson aforesaid gave back to Plaintiff a life lease Conditioned. that the Plaintiff Should hold the Said property hereinbefore described during her Natural. and the Said Alphongo Marks and Celia Gibson would pay all Taxes. assessments and Charges against Said land. and Should keep Said premises in good repair.

"Plaintiff Says for her Cause of action that the defendants have totaly failed to keep and perform the Conditions Stated in Said life lease Made by the Said Marks and Gibson

"Plaintiff Says that She has been Compelled to pay large Sums of Money as Taxes on Said lands hereinbefore described and assessments for building a new Sidewalk in front of Said lands. by reason of assessments by the Village Council of Marysville, Ohio. and all other Taxes levied against Said lands hereinbefore described

"Therefore Plaintiff prays for Judgment of this Court to Set aside. and hold for Naught the Deed Made by Plaintiff to Alphongo Marks and Celia Gibson = Plaintiff Says that all the Conditions Subsequent on which Said deed was Made have been broken and forfeited. Therefore She asks for all proper relief as hereinbefore prayed for.

Thomas Reed attorney for Plaintiff

The State of Ohio
Union County ss

Elizabeth Peacock being first duly Sworn Says. the facts and allegations Set forth in this Petition are true as She Verily believes

Elizabeth Peacock

"Subscribed and Sworn to in My presence this 16th day of March 1899

J. N. Gosnell
Clerk of Court

On April 10th the following demurer was filed in the Clerks office of this Court to wit.

Elizabeth Peacock
Plaintiff
vs
Alphonzo Marks et al
Defendants

Union County, Ohio: Court of Common Pleas

Demurrer

No 7651
Demurrer

Now Comes the defendants, Alphonzo Marks and Malintha Marks, and demer to the Petition filed in this case, for the reason that there is an improper joinder of parties in this action in this, To-wit: That the Petition shows that Lizzie Cashell has no interest whatever in the Controversy, and yet in this Petition, She is made a defendant,

"Second: That said Petition does not State facts Sufficient to Constitute a cause of action against these demurring defendants

Krauss & Eastman
Attys for Defendants

---

On April 14th, 1899. The following Demurrer was filed in the office of this Court To-wit.

Elizabeth Peacock
Plaintiff
vs
Alphonzo Marks et al
Defendants.

Court of Common Pleas of
Union County, Ohio.

Demurrer

No 7651
Demurrer

Now Comes the defendants Alphonzo Marks and Malintha Marks and demurr to the amended Petition in this case for the reason that said Petition Shows an improper joinder of parties in that it shows that the defendant Matintha Marks has no interest whatever in the Subject Matter of the action and is not a proper Party thereto

Krauss & Eastman
Attys for Defendants.

---

April 11th The following Entry was filed in the Clerks office To-wit.

Elizabeth Peacock
vs
Alphonzo Marks and
Malintha Marks

Court of Common Pleas of Union County, Ohio.

Entry

No 7651
Entry.

This day this case came on, Plaintiff asking leave to file a Second amended Petition, leave granted by the Court.

Thomas Reed Atty for Plaintiff

---

April 12th 1899, The following Second amended Petition was filed in the office of the Clerk of this Court, To-wit.

No 7651
Second amended Petition

Elizabeth Peacock, Plaintiff
against
Alphonzo Marks and
Malintha Marks = Defendants

Court of Common Pleas of Union County, Ohio.

Second amended Petition

"Plaintiff says she was the owner of the hereinafter described land, holding the title in fee-simple. Said land is situated in Union County and in the Village of Marysville, Ohio. Said property is described as follows.

"Being part of Survey No. 3354 in Union County, Ohio. "Beginning at a Stake in the Center of the Marysville and Milford Road (Pike): Thence with the Southerly line line of James Welches lot. S. 49¼. E. to a Stake: Thence South 41½. W. 51/100 to a Stake: Thence N. 49¼. W. 17 54/100 poles to a Stake in the Center of the Said Marysville and Milford Road: Thence with the Center of Said Road North 41½ E. 4 56/100 poles to the beginning. at a Stake at the Northeast Corner to the other described lot: Thence with the Same Corner in Easterly line of the other lot N. 41½. E. 1 20/100 poles to a Stake in the line of J. Slonakers Lot: Thence with. Said line N. 76. W. 2 77/100 poles to the Corner to James Welches lot: Thence with Said line S. 47¼. E. 2 42/100. poles to the beginning containing One half acre More or less.

"Plaintiff Says that on the 28th day of July. 1887. She did deed the land hereinbefore described to her Son Alphonzo Marks and her daughter Celia Gibson. Without any Consideration Whatever. and with the Understanding and promise on the part of the grantees that they would deed the Same land herein described back to Plaintiff at any time She would ask them to deed the same back to her.

"Plaintiff Says that Celia Gibson is "deceased". and that her daughter and only heir Lizzie Cashel a Woman of full age has deeded back to her. Plaintiff all of her the Said Lizzie Cashels right to or in Said land hereinbefore described

"Plaintiff Says that during the lifetime of Celia Gibson She united with Alphonzo Marks. and Malinitha Marks. wife of the Said Alphonzo Marks. and did give Plaintiff a life lease in which they agreed to pay all Taxes and assessments against Said lands during the life of Said plaintiff all of which they failed to do.

"Plaintiff Says She has been Compelled to pay large Sums of for Taxes and Charges on Said land for Building a new Sidewalk along in front of Said lands. all of which. ought to have been paid by the defendants.

"Plaintiff Says for her Cause of action. The defendants. Alphonzo Marks and his Wife Malinitha Marks have refused to deed back the land herein described to her. though often requested So to do by plaintiff. that defendants have failed to keep Each and Every promise Made to. plaintiff in regard to Said land hereinbefore described - Therefor plaintiff prays for a decree. and Judgment of this Court Setting aside the deed Made by plaintiff to defendants and that all Clouds be removed from her title. and that She. plaintiff be restored to all things She has lost and all proper relief.

Thomas Reed Attorney for Plaintiff

The State of Ohio } ss
Union County }

Plaintiff first duly Sworn Says the facts and allegations Set forth in the foregoing Petition are true as She verily believes

Elizabeth Peacock

Subscribed and Sworn to in my presence by Elizabeth Peacock This 12th day of April 1899.

Jno A. Gossett
Deputy Clerk

May. 9th 1899. The following answer was filed in the office of the Clerk of this Court &c.

Elizabeth Peacock
Plaintiff
vs
Alphonzo Marks and
Malintha Marks. Defendants.

Court of Common Pleas of
Union County. Ohio.

Answer

No 7651
answer

Now Comes the defendant Alphonzo Marks and for his and for his answer to the amended Petition in this case filed says, that he admits that he together with his Sister, Celia Gibson, did execute back to plaintiff, a lease for the premises described in said deed, to Continue during her Natural life, and says he did pay all of the taxes and assessments lawfully Charged against said premises that he was bound to pay, Except what is now on duplicate that he is willing to pay the one half of what is now on duplicate, as he agreed to do, and that he denies each and every other allegation in said amended Petition contained

"Defendant further answering for himself, and for his co-defendant Malintha Marks. Says, that the said Malintha Marks was not a party to any of the transactions upon which this Controversy arose and has no interest Whatever in the result thereof.

"The defendant therefore prays, that the said Malintha Marks may be discharged with her Costs, and without a day, and that he may go hence, and recover his Costs in this Case

Krauss & Eastman
Attorneys for defendants

No 7651
Entry

May 23rd 1899. The following demurrer was filed in the office of the Clerk of this Court to-wit:

Elizabeth Peacock
Plaintiff
against
Alphonzo Marks and
Malintha Marks
Defendants

Court of Common Pleas of
Union County. Ohio

Demurrer

No 7651
Demurrer

Now Come the Plaintiff, Elizabeth Peacock and demurs to defendants answer filed in this case, and for grounds for said demurrer Says, the allegations set forth in defendants answer makes no defence to the Claims set forth in plaintiffs Petition

Thomas Reed Attorney for Plaintiff

No 7651
Motion

August 23rd 1899. The following Entry was filed in the Clerks Office to-wit.

Elizabeth Peacock - Plaintiff
against
Alphonzo Marks and Malintha
Marks - Defendants

Court of Common Pleas of Union County, Ohio.

Entry.

No 7651
Entry

Now Comes the Plaintiff in the above Cause and withdraws her demurrer to defendants answer in the above Cause

Thomas Reed Attorney for Plaintiff

No 7651
Entry

September. 14th 1899. The following Entry was filed with the Clerk of this Court Po-wit

Elizabeth Peacock
against 7651
Alphonzo Marks. Et. al

Entry

No 7651
Entry

This day this Cause Came on to be heard upon the pleadings and Evidence in the Case. and the Court being fully advised in the premises finds the allegations. Second Amended petition are True.

"It is therfore Considered, adjudged and decreed that the deed Mentioned be and the Same is Set aside, and that the Plaintiff be restored to all her rights in the premises lost by reason thereof, and that Plaintiffs title to said lands be and the Same is hereby quieted.

"It is further Considered and adjudged that the Plaintiff recover of the defendant her Costs herein to be Taxed by the Clerk.

"The Defendant gave Notice of his intention to appeal: Bond fixed at $100.00
Approved Dow. Judge

"September 16th 1899. The following Motion was filed with the Clerk of this Court Po-wit:

Elizabeth Peacock
Plaintiff
against
Alphonzo Marks et al
Defendants

Court of Common Pleas. of Union County. Ohio.

Motion for New Trial

No 7651
Motions

Now Comes the defendants Alphonzo Marks and Moves the Court to Set aside the decree heretofore entered against him, for the reason that he was prevented by unavoidable Casualty from being in Court in person. or having his Attorney in Court at the hearing, and. That the Petition does not State Sufficient facts to Constitute a cause of action.

Krauss and Eastman Attys for Defendant

September 29th 1899. The following Entry was filed in the Clerks office Po-wit.

Elizabeth Peacock
Plaintiff
against
Alphonzo Marks and
Malintha Marks
Defendants

Court of Common Pleas of
Union County. Ohio.

Entry

No 7651
Entry

This day this Cause Came on to be heard on defendants Motion to set aside the decree heretofore Made, Sustaining Plaintiffs Claims Set forth in her Petition, Setting aside the deed Made by Plaintiff to defendants to land described in her Petition

Thomas Reed Atty for Plaintiff

Attest J. M. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Das, Judge of Said Court of the Term of September To-wit: on the 25th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Nine.

"Be it Remembered that heretofore To-wit: on the 8th day of March A.D. 1899, Ellen Douglas Kincaid filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Levi L. Longbrake Et. al. To-wit,

Ellen Douglas Kinkade
Plaintiff
vs
Levi L. Longbrake, Mary S. Longbrake, Clarissa J. Cassil and The Farmers Bank
Defendants

No 7657
Petition

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

Petition

The plaintiff Says: First Cause of action:

"For her first cause of action plaintiff Says, that Said defendants Levi L. Longbrake and Mary S. Longbrake are indebted to plaintiff on a Promissory Note of which the following is a Copy:

United States of America, Secured by Real Estate, First Mortgage Note.

Minneapolis Minn July 16th 1897.

"For value received I promise to pay to Ellen Douglas Kincaid or order, Five Hundred Dollars on the 16th day of January A.D. Eighteen Hundred and Ninety Nine with interest at the rate of 8. per Cent per annum, payable Semi-annually, on the 16th days of July and January of each year, according to the tenor and Effect hereof and of interest Note hereto attached. Principal and interest Payable at the City of Minneapolis at Security Bank, with Current Notes of Exchange on New York City in Gold or its Equivalent. If interest is not paid when due, this principal Note Shall become due and payable at once without further notice at the option of the legal Holder, and Shall bear interest at the rate of 8. per Cent per annum after Maturity. This Note and interest is Secured by First Mortgage on Lots 627 628, 629, 630, & 631, L L. Longbrakes addition to Marysville Ohio, Valued at $1250.00

Levi L. Longbrake
Mary S Longbrake

"There are no credits or indorsments on Said Note, There is due and remaining unpaid upon Said Note from Said defendants Levi L. Longbrake and Mary S. Longbrake to Said plaintiff the Sum of Five Hundred Dollars with Eight per Cent interest thereon from January 16th 1899.

Second Cause of action: For her Second Cause of action herein plaintiff Says that Said defendants Levi L. Longbrake and Mary S. Longbrake, are indebted to plaintiff on a Certain interest Coupon attached to Said Note Set forth in Said first Cause of action herein of which the following is a Copy.

$20.00

Marysville Jany 16th 1897.

On the 16th day of January, 1899, for Value received, I promise to pay to the order of Ellen Douglas Kincaid the Sum of Twenty Dollars Exchange on New York at City of Minneapolis (Security Bank) being the Semi-annual Installment of interest due on my Note for $500.00 of even date herewith this Note bears interest at 8 per Cent after Maturity

Levi L. Longbrake
Mary S. Longbrake

"There are no Credits or indorsments on Said Note. There is due and remainning unpaid upon Said interest Note from Said defendants Lewis L. Longbrake and May S. Longbrake to Said Plaintiff the Sum of Twenty Dollars with Eight per Cent. interest from January 16th 1898.

"Third Cause of action: For her third Cause of action herein Plaintiff Says that on the 16th day of January. 1897. and in order to Secure the payment of Said Notes Set forth in Said first and Second Causes of action herein, the Said defendants Lewis L. Longbrake and Mary S. Longbrake, his wife. Executed and delivered to plaintiff their Mortgage deed of that date and thereby Conveyed to Said Plaintiff. her heirs and assigns the following premises. Viz:- Situate in the Village of Marysville, County of Union. and State of Ohio, described as follows To-wit: In Lots Numbers Six Hundred and Twenty Seven (627) Six Hundred and Twenty Eight (628). Six Hundred and Twenty Nine (629). Six Hundred and Thirty (630). and Six Hundred and Thirty One (631). For a More definite description thereof reference is hereby Made to the Recorded plat of L.L. Longbrakes Addition to Said Village in the office of the Recorder of Said Union County. Ohio.

"The Condition Contained in Said Mortgage was as follows:- Provided Nevertheless, "That if the Said Lewis L. Longbrake. and Mary S. Longbrake, Parties of the first part. their heirs. Executors or administrators Shall well and truly pay. or Cause to be paid to the Said party of the Second part. her heirs. Executors. administrators or assigns. the Sum of Five Hundred. Dollars. and interest, according to the Conditions of their certain Promissory note bearing Even date herewith, and also to pay all Taxes which now are due. or may be hereafter assessed on Said premises as they Shall become due, then this deed to be Null and Void:- But if default Shall be Made in the payment of Said Sum of Money, or the interest or the Taxes. or any part thereof. at the time and in the Manner hereinbefore or hereinafter Specified for the payment thereof, "The Said parties of the first part, in Such Case do hereby authorize and fully Empower the Said party of the Second part her heirs. Executors, administrators or assigns. to Sell the Said hereby granted premises, and Convey the Same to the purchaser. in fee-Simple. agreeably to the Statute in Such Case Made and provided. and out of the Moneys arising from Such Sale to retain the principal and interest which Shall then be due on Said Note, and all Taxes upon Said lands, together with all Costs and Charges. and also the Sum of Twenty Five Dollars as Attorneys fee. and pay the overplus. if any to the Said parties of the first part. their heirs. Executors. administrators or. assigns. - And the Said Lewis L. Longbrake and Mary S Longbrake do further Covenant and agree to. and with the Said parties of the Second part. her heirs. Executors, administrators and assigns. to pay Said Sum of Money above Specified at the time and in the Manner above Mentioned. together with all the Costs and Expenses, if any there Shall be. and also in Case of the foreclosure of this Mortgage. the Sum of Twenty Five Dollars as Attorneys fees. in addition to all Sums. and Costs allowed in that behalf by law. which Said Sum is hereby acknowledged and declared to be a part of the debt hereby Secured. and which Shall be assessed and payable as part of Said debt. and that he will pay all Taxes and assessments of every Nature that May be assessed on Said premises. or any part thereof. previous to the appointed by law for the Sale of lands for Town, City. County or State. Taxes. And if default be Made by the parties of the first part. in any of the foregoing premises. it Shall be lawful for the party of the Second part. her heirs. Executors. administrators or assigns or her attorney. to declare the whole Sum above Specified to be due.

"The Said Stipulation in Said mortgage as to the payment of Attorneys fee is Valid and binding under Sections 6074. 6076. General Statutes. 1878. Ch. 81 Secs 44. 46 of the Statutes of the State of Minnesota. Said Note and

Mortgage were executed, delivered, and payable in the State of Minnesota.

"On the 20th day of January 1897, at one o'clock P.M. said Mortgage was duly filed for record in the Office of the Recorder, of Said Union County, Ohio, and the same was duly recorded in Volume 38. Page 572 of the Record of Mortgages of Said Union County, Ohio,

"Said deed has become absolute, There is due and remaining unpaid upon said indebtedness as set forth in the first and Second Causes of action herein the Sum of Five Hundred and Twenty Dollars with Eight per Cent interest from January 16th 1899. and there is due as Attorneys fee under the provisions of said Mortgage the Sum of Twenty Five Dollars as part of the debt Secured by said Mortgage.

"The said defendant Clarissa J. Carril, and the Farmers Bank, Claims some lien on, or interest in said premises, adverse to the interest of Plaintiff, and Plaintiff asks that they be required to set forth their said Claims or interest, and in default thereof that they be forever barred therefrom

"Plaintiff therefore asks judgment against said defendants Levi L. Longbrake and Mary S. Longbrake for said Sum of Five Hundred and Twenty Dollars with Six per Cent interest from January 16th 1899., That said Mortgage be foreclosed, Said premises ordered to be Sold and the proceeds applied to the payment of said indebtedness, including said Twenty Five Dollars Attorneys Fees, and for all other proper relief in the premises.

John M. Brodrick Attorney for Plaintiff

The State of Ohio } ss
County of Union }

John M. Brodrick, being Sworn. Makes oath that he is the duly authorized Attorney for said Plaintiff herein, That said Plaintiff is a Non Resident of said Union County, Ohio, 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 Third day of March. 1899.

(Seal)

J McConnell Clerk

No 7654 Summons.

No 7654 Waiver of Summons

No. 7654 Entry

No 7654 Waiver

"We the undersigned defendants hereby waive the issuing and Service of process, and enter our appearance herein this 3rd day of March 1899.

Clarissa J. Carril
By. John M. Brodrick her Atty
The Farmers Bank
By. John M. Brodrick its Atty

No 7654 Precipe

March 3rd The following Precipe was filed with the Clerk of this Court To-wit:

Clerk:- Issue Summons for defts. Levi L. Longbrake, and Mary S. Longbrake, returnable according to law.: Indorse Judgt and foreclosure of Mortgage. Amt Claimed $520.00 @ 8% from January 16th 1899. and $25.00 Attorneys fees.

John M. Brodrick
Atty. for Plaintiff

Minnesota.
e was duly filed
o, and the same
of said Union

unpaid upon
action herein
interest from
provisions of said
by said Mortgage,
h, Claims some
Plaintiff, and
rains or interest.

to Levi L.
ndred and Twenty
said Mortgage
ceeds applied to
ive Dollars

aintiff

that he is the
Plaintiff is a
in the foregoing
drick.
ned by him in

Clerk

Service of
-99.
Barnes
ich her Atty
Bank
which its Atty

erk of this

brake, and
Judgt and
January 16th
Brodrick
Plaintiff

On March 8th 1899. The following Summons was issued by the Clerk of this Court. To-Wit.

No 7657
Summons.

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

Summons

You are hereby Commanded to Notify Levi L. Longbrake and Mary S. Longbrake that they have been Sued by Ellen Douglas Kincaid in the Court of Common Pleas of Union County, and Must answer by the 1st day of April. A.D. 1899, or the Petition of the said Plaintiff will be taken as true, and Judgment rendered accordingly.

You will Make due return of this Summons on the 15th day of March A.D. 1899.

Witness My hand and the Seal of said Court this 8th day of March A.D. 1899.

(Seal)

J. N. Gosnell Clerk.

On March 10th 1899. The above Summons was returned and filed with the following Waiver attached

No 7654
Waiver of Summons

We the Undersigned defendants hereby Waive the Service of the within Summons, and Voluntarily enter our appearance herein this 6th day of March 1899.

Levi L. Longbrake
Mary S. Longbrake
By Levi L. Longbrake her Attorney

On April 10th 1899. The following Entry was filed with the Clerk of this Court to-wit

No. 7654
Entry

Ellen Douglas Kincade
Plaintiff
vs
Levi L. Longbrake et. al
Defendants

April Term. 1899. No. 7654
Journal Entry
Petition on Note and Mortgage

And Now comes the said Plaintiff, Ellen Douglas Kincade by John M. Brodrick her attorney, and thereupon this cause come on to be heard upon the petition, and the said 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 her by reason of the premises. On Consideration whereof the Court find that there is due to the plaintiff from the said Levi L. Longbrake and Mary S. Longbrake on the Note and Mortgage in the petition Mentioned and set forth, the Sum of Five Hundred and Twenty Seven Dollars and Twenty Eight Cents debt and Twenty Five Dollars Attorney fee, and that it is a lien upon said premises.

"It is therefore Considered by the said Court here, that the said plaintiff recover of the said defendants the said Sum of Five Hundred and Fifty two Dollars and Twenty Eight Cents, the Sum found due as aforesaid, and also her Costs taxed at $ ---- And it is further ordered and adjudged that in case the said defendants Levi L. Longbrake and Mary S. Longbrake fail for Three days from this date to pay to the said plaintiff the said Sum of Five Hundred and Fifty Two Dollars and Twenty Eight Cents so as aforesaid found due with Six per Cent interest on $527.28 from April 10th 1899, and to the Clerk of this Court, the Costs so found due as aforesaid. The Sheriff of this

County cause the lands and tenements described in plaintiff petition herein to be appraised. Advertised and Sold, according to law: and apply the proceeds of the Sale, first in payment of Costs; Second, in payment of the judgment so as aforesaid rendered: and the residue, if any be bring into Court, to abide the further order of said Court

Brodrick for Plaintiff

April 10th 1899. The following Recipe for order of Sale was filed with the Clerk of this Court To-wit:

No 7654

Ellen Douglas Kincade Pl'ff

Vs

Levi L. Longbrake et al. Def'ts

Court of Common Pleas. Union County, Ohio.

Marysville April 10th 1899.

No 7654 Recipe

To The Clerk of Said Court.

Issue Order of Sale in the above case to Sheriff of Union County, Ohio, returnable according to law

John. M. Brodrick Attorney for Plaintiff

On April 10th 1899. The following Order of Sale was issued by the Clerk of this Court and delivered to the Sheriff of Union County, Ohio, To-wit.

No 7654 Order of Sale

The State of Ohio, Union County ss

Order of Sale.

To the Sheriff of Said County, Greeting:

Whereas at a Court of Common Pleas holden at the Court House in Marysville in Said County of Union, on the 10th day of April, 1899, Ellen Douglas Kincade obtained a Judgment and Decree against Levi L. Longbrake, et al, for the Sum of Five Hundred and Fifty two and 28/100 Dollars

"And Whereas it was then and there by Said Court ordered, adjudged and decreed that the Said Levi L. Longbrake et al within three days from the 10th day of April A.D. 1899, pay unto the Said Ellen Douglas Kincade the Said Sum of Five Hundred and Fifty Two and 28/100 Dollars with interest from the 10th day of April, 1899, 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 and Fifty Two and 28/100 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, and in the Village of Marysville, and described as follows To-wit:

"In Lots Numbers Six hundred and Twenty Seven (627) Six hundred and Twenty Eight (628), Six hundred and twenty Nine (629), Six hundred and Thirty (630), and Six hundred and Thirty One (631). For a More definate description thereof reference is hereby made to the recorded plat of L. L. Longbrakes Addition to Said Village in the office of the Recorder of Said Union County, Ohio.

"We therefore Command you, That you proceed to carry Said order, Judgment and decree into Execution, agreeably to the Tenor Thereof, and that you Expose to Sale the above described Real Estate Under the Statute regulating Sales on

No 7654 Sheriffs Return on order of Sale

No 7654 Proff of Publication

tion herein to be
s of the Sale, first
said rendered:
of said Court
Plaintiff

led with the Clerk

County, Ohio,
30th 1899.

in the above
v
der Plaintiff

Clerk of this

mon Pleas.
in, on the 10th day
d Decree against
wo and 2/100 Dollars
udged and decreed
th day of April
m of Five Hundred
April, 1899, and
of Sale issue
cording to the
the real Estate
e days aforesaid
ty Two and 28/100
ney, as appears

. to appraise,
to and Executions,
County, Ohio,

ndred and Twenty
ity (630), and Six
dersigned is hereby
in the office of

der. Judgment
t you Expose
any Sales in

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

Witness: My Signature as Clerk of our said Court of Common Pleas and the Seal of said Court at Marysville this 10th day of April A.D. 1899.

Seal

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

No 7654
Sheriffs Return on order of Sale

On May 13th 1899, The Sheriff of Union County, Ohio, Made the following Return on the the above order of Sale, To-wit:

The State of Ohio
Union County ss

Sheriffs Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum Appraisers | 1 | 00 |
| Swearing Appraisers | | 25 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | | 16 |
| Return | | 25 |
| Appraisers fee | 3 | 00 |
| Centers Fee | 14 | 50 |
| Total | $20 | 66 |

"In obedience to the Command of the Order of Sale hereto annexed, I did on the 11th day of April, 1899, Summon, E. M. Pullington, A. S. Chapman, and O. S. Hamilton, three disinterested freeholders, residents of said County, who were by me duly Sworn to impartially appraise the lands and tenements therein described, upon actual View, and afterward, on the 11th day of April A. D. 1899, 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, Lot 627 @ $100.00, Lot 628 @ $100.00 Lot 629 at $100.00 Lot 630 at $110.00 Lot 631 at 115.00 Dollars:- A certified Copy of said Appraisal, I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, And on the 12th day of April, 1899, I caused to be advertised in the Marysville Tribune (a Newspaper printed and published, and of general Circulation in Union County) said lands and tenements to be Sold at public Sale, at the door of the Court House of said County, on the 13th day of May A.D. 1899 at one O'Clock P.M. of said day. And having advertised the said lands and Tenements for More than Thirty days previous to the day of Sale, To-wit: five consecutive weeks; and in pursuance to said Notice I, did, on said, 13th day of May A.D. 1899, at the time and place above Mentioned proceed to offer said lands and tenements at public Sale, and then and there came No bidders: Therefore This writ returned for the want of bidders,

J. Ed Robinson Sheriff.

No 7654
Proff of Publication

On June 19th 1899, The following Notice of Sheriffs Sale and to Proof of Publication was filed in the Clerks office, To-wit:

Sheriffs Sale.

John M. Brodrick Attorney.

Ellen Baylas Kincade
Vs
Lewis L. Longbrake et al

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

"By virtue of the above Stated Writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for Sale at the North door of the Court House in Marysville Ohio on

Saturday May 13th 1899. at or about the hour of one O'clock P.M. on said day the following described Real Estate To-wit

"Situated in the Township of Paris, County of Union, and State of Ohio, and in the Village of Marysville and described as follows, To-wit: Jn Lots Numbers Six Hundred and Twenty Seven (627) Six Hundred and Twenty Eight (628). Six Hundred and Twenty Nine (629). Six Hundred and Thirty (630). and Six Hundred and Thirty One (631). for a more definate description thereof reference is hereby made to the recorded plat of Le Le Leongbrakes addition to Said to Said Village in the office of the Recorder of Said Union County Ohio.

"Bounded on the North by 3rd Street, on the East by Mary Place, on the South by 4th Street on the West by Lees Lane.

Lot No. 627 appraised at $100.00 . Lot No. 628. Appraised at $100.00
Lot No. 629 appraised at $100.00 . Lot No. 630. Appraised at $110.00
. Lot No. 631. appraised at $115.00

Terms of Sale Cash. J. Ed Robinson Sheriff. Union County, Ohio.

April 12th 1899. 5 W

The State of Ohio, Union County, ss.

The Undersigned, being duly Sworn, Says that a copy of the annexed Notice was published for five Consecutive Weeks in "The Marysville Tribune" a Newspaper of general Circulation in the County of Union, the first publication beginning with April 12th 1899.

W. O Shearer.

Sworn to and Subscribed before Me this 19th day of June, 1899.

Printers Fees $14.50 (Seal) J W Gosnell Clerk

No 7657 Sheriffs Return

On May 16th 1899. The following Alias Order of Sale was issued by the Clerk of this Court, and delivered to the Sheriff of Union County, Ohio.

No 7654 Alias order of Sale

The State of Ohio } Alias Order of Sale
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 10th day of April, 1899. Ellen Douglas Kincade obtained a Judgment or decree against Levi L. Longbrake et al. for the Sum of Five Hundred and Fifty Two and 28/100 Dollars and Dollars, Cost of Suit; And whereas it was then and there by Said Court ordered, adjudged and decreed that the said Levi L. Longbrake, within three days from the 10th day of April A.D. 1899. pay unto the said Ellen Douglas Kincade the Sum of Five Hundred and Fifty Two and 28/100 Dollars, with interest at 6 per cent from the 10th day of April, 1899. 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 three days aforesaid have fully expired and the said Sum of Five Hundred and Fifty two and 28/100 Dollars and Costs aforesaid, had not been paid or any part thereof, as appears to us of record, then in accordance with said order of the Court, an order of Sale issued out of this Court, on the 10th day of April, A.D. 1899. under which the following Lands and Tenements were appraised and offered for Sale.

"Situate in Union County, Ohio. To-wit:

Jn Lots Numbers Six Hundred and Twenty Seven (627)

No 7654 Proof of Publication

Six Hundred and Twenty Eight (628). Six Hundred and Twenty Nine (629). Six Hundred and Thirty (630) and Six Hundred and Thirty one (631). For a more definite description thereof reference is hereby made to the to the recorded Plat of Lo. Lo. Longbrakes addition to said Village in the office of the Recorder of said Union County, Ohio.

"And Whereas No Sale was had under said Order:= We therefore Command you that you proceed without delay to advertise and sell, according to the Statute regulating Sales on Judgments and executions at law, the said premises above described, Under the appraisement had Under the said former order of Sale, To-wit:

| | | |
|---|---|---|
| Lot No. 627, | appraised at. | $ 100.00 |
| " " 628, | " " | " 100.00 |
| " " 629, | " " | " 100.00 |
| " " 630, | " " | " 110.00 |
| " " 631 | " " | " 115.00 |

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 days from the date thereof.

Witness My hand and Seal of said Court, this 16th day of May, A.D. 1899.

Seal

J. H. Gosnell Clerk.

---

No 7657
Sheriffs Return

On June 17th 1899. The following return was made by the Sheriff of Union County on the above Alias order of Sale To-wit.

The State of Ohio
Union County, Ohio } ss

Sheriffs. Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Notice to Emitter | | 25 |
| Affadavit to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | | 14 |
| Return | | 25 |
| Total | $1 | 14 |
| Printers fee | 14 | 50 |

In Obedience to the Command of the Order of Sale hereto annexed I did on the 17th day of May, 1899. Cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in said County) said Lands and Tenements to be Sold at public Sale at the door of the Court House of said County on the 17th day of June A.D. 1899 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 17th day of June A.D. 1899 at the time and place above Mentioned, proceed to offer said Lands and tenements at public Sale at the door of said Court House. And then and there came No Bidders; this writ returned for the Want of bidder and time

J. Ed. Robinson Sheriff

---

No 7654
Proof of Publication

On June 17th 1899 The following Sheriffs Sale and its proof of publication was filed with the Clerk of this Court to-wit:

Sheriffs Sale

J. M. Broderick Attorney

Ellen Douglas Kinkade
Vs
Levi Lo. Longbrake et. al.

On Alias order of Sale
Court of Common Pleas, Union County Ohio.

By Veitue of the above Stated writ to me directed from the Court of Common Pleas of Union County Ohio. I will offer for Sale at the North door of the Court House in Marysville Ohio, on Saturday

June 17th, 1899, at or about the hour of one O'clock P.M. on said day the following described real estate, To-wit:= Situated in the Village of Marysville and County of Union, and State of Ohio, and bounded and described as follows To-wit:

"Lots Numbers Six Hundred and Twenty Seven (627), Six Hundred and Twenty Eight (628), Six Hundred and Twenty Nine (629), Six Hundred and Thirty (630), and Six Hundred and Thirty one (631). For a more definite description thereof reference is hereby made to the recorded plat of L. L. Longbrakes addition to said Village in the office of the Recorder of said Union County, Ohio.

"Bounded on the North by 3rd Street, on the East by Mary Place, on the South by 4th Street; on the West by Lees Lane

Appraised Lot 627, at $100.00
" 628 " " 100.00
" 629 " " 100.00
" 630 " " 110.00
" 631 " " 115.00

J Ed Robinson Sheriff Union County Ohio.

No 7654 Re Appraisement

The State of Ohio Union County ss.

The Undersigned, being duly Sworn, Says, that a Copy of the annexed Notice was published for five consecutive weeks in the Marysville Tribune," a Newspaper of general Circulation in the County of Union, the first publication beginning with May 20th 1899.

W. O. Shearer

Sworn to and Subscribed before Me this 17th day of June, 1899
Printers Fees $1.45

J. K. Gosnell Clerk,

---

On June 19th The following Entry was filed with the Clerk of this Court To-wit

Ellen Douglas Kincade
vs
Levi L. Longbrake et. al

No 7654 Entry

Entry

It appearing that the premises ordered to be Sold in this Case have been twice advertised and offered for Sale, and remain unsold for want of bidders, on Motion of the plaintiff it is ordered that a new appraisement be Made, of said premises

Brodrick for Plaintiff

No 7654 Sheriff's Return

---

On June 27th 1899, The following Precipe for alias order of Sale for Re appraisement was filed in the Clerk Office, To-wit;

Court of Common Pleas, Union County Ohio
Marysville, June 27th 1899,

Ellen Douglas Kincade Plff
vs
Levi L. Longbrake et al Defts

No 7654 Precipe

To the Clerk of said Court

Issue alias order of Sale of Re appraisement in the above case returnable according to law

John M. Brodrick Attorney for Plaintiff

On the 27th day of June, 1899. the following Order of Re-Appraisement and Sale was issued by the Clerk of this Court to-wit:

No 7654
Re Appraisement

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

Whereas. In pursuance of an order of the Court of Common Pleas. within and for said County. at the April Term thereof. A.D. 1899. in a Action for Foreclosure of Mortgage. Wherein. Ellen Douglas Kincaid is plaintiff and Levi L. Longbrake et.al. is defendants. a writ issued out of said Court for the Sale of the premises hereinafter described. and whereas no Sale being Made under said order. an alias writ for the Sale thereof issued on the 16th day of May, 1899. = 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= and in the Village of Marysville.

"In Lots Numbers. Six Hundred and Twenty Seven (627). Six Hundred and Twenty Eight (628). Six Hundred and Twenty Nine (629). Six Hundred and Thirty (630). and Six Hundred and thirty one (631). For a more definite description thereof reference is hereby made to the recorded plat of L.L. Longbrake addition to said Village in the office of the Recorder of said Union County. Ohio. To Satisfy a judgment rendered in favor of said plaintiff. against said defendant for the Sum of. Five Hundred and Fifty two and 25/100 Dollars. damages and. Fifty Five Dollars. Costs of Suit. with interest at the rate of 6% per cent from the 10th day of April. 1899. until paid. and that you Make report of your proceedings herein to our Court of Common Pleas. within Sixty days from the date hereof. and bring this order with you.

Witness My Signature as Clerk of our said Court of Common Pleas. and the Seal of said Court this 27th day of June A.D. 1899

(Seal)

J.M. Garnell Clerk

On July 29th 1899. the following return was made on the above order of Sale. by the Sheriff of Union County. Ohio. To-wit:

No 7654
Sheriffs Return

The State of Ohio
Union County ss

## Sheriffs Return

| Service | $ | cts |
|---|---|---|
| Levy | | 25 |
| Summoning Appraisers | | 25 |
| Swearing Appraisers | 1 | 00 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Writing notice | | 25 |
| Mileage | | 14 |
| Return | | 25 |
| Total | $3 | 14 |
| Appraisers Fees | 3 | 00 |
| Printers Fees | 14 | 50 |

In obedience to the Command of the order of Sale hereto annexed. I did on the 28th day of June 1899. Summons J.W. Tilton. B.F. Cameron and Theo M. Brannon. 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 28th day of June. A.D. 1899. 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 $75.00 each Total $375.00 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 28th day of June. 1899. I caused to be advertised in the Marysville Tribune

(a newspaper printed and published and of general circulation in Said County.
Said lands and tenements to be Sold at public Sale, at the door of the Court Hous
of Said County, on the 29th day of July A.D. 1899, at one O'Clock P.M. of Said day.
"And having advertised the Said lands and tenements for more than thirty days
previous to the day of Sale, To-Wit four Consecutive weeks, and in pursuance
to Said Notice, I did on Said, 29th day of July A.D. 1899, at the time and place
above Mentioned, proceed to offer Said lands and tenements at public Sale
at the Door of Said Court House, and then and there Came No. bidders.
"This Writ returned for the Want of Biddrs
J Ed Robinson Sheriff.

No 7654
Alias order of
Sale

On September 9th 1899. The following, Notice of Sheriffs Sale and its proof of
Publication, was filed in the office of the Clerk of this Court, To-wit:

Ellen Douglas Kincaid
vs
Lewis L. Longbrake et al.

J. M Brodrick, Attorney.
Sheriffs Sale.
On order of Re appraisement and Sale,
Court of Common Pleas, Union County, Ohio.

No 7657
Sheriffs Sale
and its Proof.

"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 29th 1899
at or about the hour of one O'Clock PM, on Said day the following described real
Estate, To-wit:- Situated in the Village of Marysville, and County of Union, and
State of Ohio, and Bounded and described as follows To-Wit:- In Lots Numbers
Six Hundred and Twenty Seven (627), Six Hundred and Twenty Eight (628), Six
Hundred and Twenty Nine (629), Six Hundred and Thirty (630), and Six Hundred
and Thirty One (631). For a More Definite description thereof reference is hereby Made
to the Recorded plat of L. L. Longbrakes addition to Said Village in the office
of the Recorder of Said Union County, Ohio.
"Bounded on the North by 3rd Street, on the East by Main Place; on the South
by 4th Street; on the West by Lees Lane
"Appraised at $175.00 Each
Terms of Sale Cash
June 28th 1899.-5 W

J. Ed. Robinson.
Sheriff Union County, Ohio.

The State of Ohio, Union County ss.
The Undersigned, being duly Sworn; Says that a Copy of
the annexed Notice was published for 5 Consecutive weeks in the Marysville
Tribune, a Newspaper of general Circulation in the County of Union, the first
publication Beginning with June 28th 1899.
W. O. Shearer.
Sworn to and Subscribed before Me this 9th day of September 1899.
J. M. Gasmill Clerk
Printers Fees $1.40

No 7654
Sheriffs Return

On July 31st 1899. The following Precipe was filed in the Clerks Office To-wit:

No 7654
Precipe for
order of Sale

Ellen Douglas Kincaid Plff
vs
Lewis L. Longbrake et al. Defts

Court of Common Pleas
Union County, Ohio.
Marysville July 31st 1899.

To the Clerk of Said Court - Issue alias order of Sale
in the above case to Sheriff of Union Co. O. returnable according to law
John M. Brodrick Attorney for Plaintiff

On the 31st day of July. 1899. the clerk of this Court issued the following alias Order of Sale, and delivered the Same to the Sheriff of Union County, Ohio. To-Wit:

No 7654
Alias order of Sale

The State of Ohio, Union County ss

Alias order of Sale.

To the Sheriff of Said County:-Greeting:

"Whereas. At a term of Court of Commen Pleas holden at the Court House within and for Said County, Upon the 10th day of April, 1899, Ellen Douglas Kincade obtained a judgment or decree against Lewis L. Longbrake, et al, for the Sum of Five Hundred and Fifty two and 25/100 Dollars and Dollars cost of Suit; And Whereas, it was then and there by Said Court ordered, adjudged and decreed that the Said Lewis L. Longbrake within three days from the 10th day of April A.D. 1899, pay unto the Said Ellen Douglas Kincade the Sum of Five Hundred and Fifty two and 25/100 Dollars with interest at 8 per cent from the 10th day of April, 1899. on $527.25 and Costs aforesaid, and upon default to pay the Same that an Order of Sale issue to the Sheriff of Said County, Commanding him to proceed according to the Statute regulating Judgments and Executions at law, to Sell the real estate described in the Plaintiffs Petition &c

"And, Whereas, after the three days aforesaid have fully expired, and the Said Sum of Five Hundred and Fifty two and 25/100 Dollars and Costs aforesaid, had Not been paid or any part thereof, as appeared to Us of record, then in accordance with Said order of the Court an Order of Sale is sued out of this Court, on the 27th day of June A.D. 1899, under Which the following lands and tenements were appraised, advertised, and offered for Sale, To-Wit:- Situate in the State of Ohio, County of Union, and in the Village of Marysville, and being. In Lots Numbers Six Hundred and Twenty Seven (627), Six Hundred and Twenty Eight (628) Six Hundred and Twenty Nine (629), Six Hundred and Thirty (630) and Six Hundred and Thirty one (631), "For a More definate description thereof reference is hereby Made to the recorded plat of L. L. Longbrakes addition to Said Village in the office of the Recorder of Said Union County, Ohio,

"And, Whereas, no Sale was had Under Said order:- We, Therefore Command You, that you proceed, without delay to advertise and Sell according to the Statute regulating Sales on Judgments and Executions at law, the Said premises above described, Under the appraisement had Under the Said former order of Sale, To-wit:

At $875.00 each, Total $875.00

And the Moneys arising from Said Sale, and your proceedings herein have you before our Court of Common Pleas Next to be Holden in and for Said County, and Make return of this order within Sixty days from the date thereof.

Witness My hand and the Seal of Said Court this 31st day of July A.D. 1899.

(Seal)

J. N. Gosnell Clerk

No 7654
Sheriffs Return

The State of Ohio, Union County ss

## Sheriffs Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Notice to Printer | | 25 |
| Affidavit to Same | | 25 |
| Writing Notice | | 25 |
| Mileage | | 14 |
| Sandage | 2 | 50 |
| Return | | 25 |
| Total | 3 | 64 |
| Same Fees | 14 | 50 |

In obedience to the Command of the order of Sale hereto annexed. I did on the 2nd day of August, 1899. Cause to be advertised in the Marysville Tribune a newspaper printed and published and of general circulation in Said County, Said lands and tenements to be Sold at public Sale, at the door of the Court House of Said County on the 2nd day of September A.D. 1899. at one O'clock P.M. of Said day. And having advertised the Said lands and tenements for More

than Thirty days previous to the day of Sale. To-wit: five Consecutive weeks, and in pursuance to said Notice. I did on said 2nd day of September A.D. 1899 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 Robt W. Thompson who bid for the same the Sum of Two Hundred and Fifty and 50/100 Dollars, and said Sum being More than Two-Thirds of the appraised Value thereof and said Robt W. Thompson being the highest and best bidder therefor. I then and there publicly Sold and Struck off said lands and Tenements to him for said Sum of Two Hundred & Fifty and 50/100 Dollars.

J. Ed Robinson Sheriff.

No 7654 Entry

On September 9th 1899 The following Notice of Sheriffs Sale and Ito Proof of Publication was filed with the Clerk of this Court to wit:

Sheriffs Sale

Ellen Douglas Kincade
vs
Levi L. Longbrake et al

John M. Brodrick Attorney
on Alias order of Sale

No 7654 Sheriffs Sale and Ito Proof

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, September 2nd 1899, at or about the hour of one O'Clock P.M. on said day the following described real estate, To-wit:

"Situated in the Village of Marysville and County of Union and State of Ohio and Bounded and described as follows To-Wit:

"In Lots Numbers Six Hundred and Twenty Seven (627), Six Hundred and Twenty Eight (628), Six Hundred and Twenty Nine (629), Six Hundred and Thirty (630) and Six Hundred and Thirty one (631). For a More definite description thereof reference is made to the recorded plat of L. L. Longbrakes addition to said Village in the office of the Recorder of said Union County, Ohio.

"Bounded on the North by 3rd Street on the East by Main Place, on the South by 4th Street on the West by Lees Lane.

Appraised at $76.00 each
Terms of Sale Cash

J. Ed Robinson Sheriff
Union County, Ohio.

August 2nd 1899. 5. W

The State of Ohio, Union County ss

The Undersigned, being duly Sworn, Says that a copy of the annexed Notice was published for 6 Consecutive Weeks in the Marysville Tribune, a Newspaper of general Circulation in the County of Union, the first publication beginning with Aug. 2nd 1899

No 7717 Petition

W. O. Shearer.

Sworn to and Subscribed before me, this 9th day of September, 1899

Printers Fees $14.00

J. N. Gasmill Clerk.

On September 25th 1899. The following Entry was filed with the Clerk of this Court To-wit:

Ellen Douglas Kincaid
vs
Lewis L. Longbrake et. al.

No 7654
Entry

Entry

This day this Cause came up for hearing on Motion of the Plaintiff to Confirm the Sale heretofore Made herein, and the Court having Carefully Examined the return of the Sheriff, and finding the Same in all respects in Conformity to law, and the former order of this Court, the Same is hereby approved and confirmed and said Sheriff, is ordered to Convey said premises to the purchaser, Robert W. Thompson: And the Court coming now to distribute the proceeds of the Said Sale, Order that Said Sheriff out of the Money in his hands, To-wit Two Hundred and Fifty and 50/100 Dollars pay.

1st To the Treasurer of Said County the Taxes amounting to $ 9.00
2nd To the Clerk of this Court the Costs herein amounting to $ 97.45
3rd To the Plaintiff the Balance of Said proceeds, Viz: $ 144.05
$ 250.50

To apply on her Judgment against Said defendants heretofore rendered herein

Attest J. M. Gosnell Clerk

Brodrick for Plaintiff

---

Pleas Continued and held at the Court House in Marysville Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of Said Court of the Term of September To-wit: on the 20th day of September in the year of Our Lord One Thousand Eight Hundred and Ninety Nine.

"Be it remembered that heretofore, To-wit: on the 20th day of September A.D. 1899, Albert Warner Administrator, filed in the Clerks office of the Said Court of Common Pleas the following Petition against E.M. Morgan- To-wit:

The State of Ohio
Union County ss

Albert Warner Administrator de bonis Non With the Will annexed of David McClure
Dec'd. Plaintiff
vs
E.M. Morgan. Defendant

No 7717
Petition

Petition and answer in Cognovit
Court of Common Pleas

Petition

The Plaintiff Says He is the duly appointed and qualified Administrator de bonis Non With the Will annexed of David McClure "deceased" and is now acting as Such and that this his action is founded upon a promissory Note, of which the following is a copy, with all the credits and indorsements thereon.

$1000.00

Plain City, Ohio, April 4th 1894.

On or before five years after date for Value received we jointly and Severly promise to pay to the order of David McClure at the Farmers Bank in Plain City Ohio, One Thousand Dollars with interest at Six per cent from

date. And it is hereby agreed that after this obligation shall be executed time of payment may be extended from time to time without our knowledge or Consent and we remain liable notwithstanding Such extension of time, and we hereby authorize any attorney at Law to appear for Me in an action on the above note, at any time after Said Note becomes due, in any Court of Record, in or of the State of Ohio, to waive the issuing and Service of process against Me, and Confess a judgment in favor of the legal holder of the above against Me for the amount that may then be due thereon, with interest at the rate 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. E.M. Morgan. [Seal]

"Paid interest for one year April 5th. 1895. $60.00. April 7th. 1896 paid $60.00

April 5th " 1897 Paid $60.00

"There is due to Plaintiff from the Defendant on Said Note, the Sum of Eleven Hundred and Seventy Five Dollars which he claims with interest from the 5th day of September A.D. 1899, at 6 per Cent. per annum, and for which with Costs of Suit, he asks judgment against the Defendant,

D.W. Ayers Attorney for Plaintiff

The State of Ohio. Union County. ss.

D.W Ayers being Sworn. Says that he is the Attorney of Albert Warner the above Named Plaintiff, that the instrument Sued on is for the Unconditional 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

D.W. Ayers.

Sworn to before Me, and Signed in My presence, this 20th day of September A.D. 1899.

J.K. Gaskill

Clerk of Court

---

On September 20th 1899. the following answer was filed with the Clerk To-wit:

Albert Warner Administrator de Bonis Non With the Will annexed of David M. Crine Dec'd Plaintiff

vs

E.M. Morgan. Defendant.

No 7767 Answer.

Court of Common Pleas. Union County, Ohio.

Answer.

The defendant E. M. Morgan by R.L. Woodburn Attorney, and an Attorney at Law of record in this Court, duly Authorized therefor by the Warrant of Attorney embraced in the Note Sued on in this Suit, and which Note, with the accompanying Warrant of Attorney, is produced and Shown to the Court, and filed herewith Now Come and waive the issuing and Service of process in this action, and hereby Enter his appearance herein; and Said defendant by R.L. Woodburn his 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 but acknowledged and confess the Same to be true, and Says that he is indebted to the Plaintiff on the Said Note in Manner and form as the plaintiff has in his Petition Set forth, and that the Amount due upon Said indebtedness at this day is the Sum of Eleven Hundred and Seventy Five Dollars, bearing interest at 6 per Cent. per annum, and therefore for that Sum, with interest from September 5th 1899, at 6 per Cent

No 7717 Entry

per annum. and accruing costs and release all errors in this proceeding. and said judgment and all proceedings. petitions, and writs of error. therein

Confess Judgment in favor of the Plaintiff and waive

R. L. Woodburn Attorney for Defendant.

September 20th 1899. The following Entry was filed with the Clerk To-wit:

Albert Warner Administrator de bonis non with the will annexed of David McCune Dec'd Plaintiff

vs

E. M. Morgan -- Defendant.

No 7717
Entry

Court of Common Pleas. Union County. Ohio.

Entry

Judgment by Confession for $ 1175.00

This day came the Plaintiff by D. W. Ayers his Attorney and filed his Petition against said Defendant, and thereupon Came R. L. Woodburn, an Attorney-at law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant - Now produced in open Court, proven, Shown to the Court and filed with the Clerk thereof, appeared in open Court - in behalf of the said defendant Waived the issuing and Service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the Plaintiff as 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. Eleven Hundred and Seventy Five Dollars bearing interest at 6. 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 Albert Warner as Administrator de bonis non with the Will annexed. Plaintiff recover of the said E. M. Magan defendant the Sum of Eleven Hundred and Seventy Five Dollars so confessed. as aforesaid. with interest from Sept 5th 1899 at 6. per cent per annum, and also costs in his behalf expended Taxed to $ 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. K. Gasnell Clerk

Pleas Continued and held at the Court House in Marysville Within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow. Judge of Said Court. of the Term of September. To-wit on the 18th day of September in the year of Our Lord One Thousand. Eight Hundred and Ninety Nine

"Be it remembered that heretofore To-wit on the 18th day of September A.D. 1899. L.C. Beem filed in the Clerks office of the Said Court of Common Pleas the following Petition against Alex Johnston. To-wit:

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

L.C. Beem Plaintiff
VS
Alex Johnson. Defendant | Petition

No 7731 Petition

The defendant on the 16th day of December A.D. 1899. Executed and delivered to plaintiff his Promissory Note of that date, with the Warrant of Attorney annexed, true Copies of which Warrant and note. With all the endoroments thereon, are hereto attached Marked. Exhibit "A" and made a part of this Petition.

Exhibit "A"

$211.50 Sixty days after date for Value received we jointly and severally promise to pay L.C. Beem or order, Two Hundred. Eleven and 50/100 Dollars, Interest at 8 per cent per annum, from date until paid. interest computed every year, with 6. per cent attorneys fees if Collected. And we or Either of us do hereby authorize and empower any attorney of any Court of Record in the State of Ohio, or elsewhere to to waive the issuing and Service of process and appear for us or Either of us in any of Said Courts at any time after the above note becomes due, and confess judgment thereon against us or Either of us in favor of the payee or indorsee thereof for the Sum due on Said Note with all interest and Costs of Suit: Said judgment to draw the rate of interest Specified in the Note after rendition. until paid:- We do also waive all rights of appeal the Stay of Execution the benefit and privilege to hold exempt from execution any personal or real property belonging to us or either of us, and release all errors that may accrue in the rendition of Said judgment and all rights to sue out any Writ of error. and our Said Attorney is hereby authorized to Enter Such release in Said judgment.

Witness our hands and Seals this 16th day of Dec. 1898.

P.O. adress. Bokes Creek — Signed Alex Johnson

Said Note is unpaid. Except as therein by Said endoroments. and there is now due the plaintiff on Said Note the Sum of Two hundred and Twenty four dollars and 28 Cents with interest at the rate of 8. per Cent per annum from the 17th day of September A.D. 1899.

Whereof plaintiff prays judgment against Said defendant for the Sum of Two hundred twenty four dollars and twenty three Cents. with interest thereon from the 17th day of Sept A.D. 1899. at the rate of 8 per Cent. per annum till paid and for Costs of Suit

J. L. Jolliff
Attorney for Plaintiff

No 7731 Answer

No 7731 Entry

State of Ohio
County of Union ss

J. L. Jolliff being duly Sworn, Says that he is the attorney of Said Plaintiff That the foregoing Petition is founded upon a Writen instrument for the payment of Money, which instrument is in affiants possession, and that the Statement contained in the foregoing Petition are true as affiant believes.

J. L. Jolliff

Sworn to before Me, and Subscribed in My presence this 18th day of September, 1899.

J. M. Gosnell
Clerk of Court

Recd

On September 18th 1899. the following answer was filed with the Clerk of this Court. To-wit.

No 7731
Answer

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

L. C. Beem - Plaintiff
vs
Alex Johnson - Defendant | Answer.

"By virtue of the Warrant of attorney annexed to and Mentioned in the foregoing Petition. I, an attorney at law in the Several Courts of record of this State, do hereby Enter an appearance for Said defendant in this Suit, and Waive the issuing and Service of process therein, and confess a judgment in favor of Said Plaintiff against Said defendant, on Said Note for the Sum of Two Hundred Twenty Four dollars and twenty three 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.

Robt. McCrory attorney
for Defendant

Can. September 18th 1899. the following Entry was filed in the Clerks Office. To-Writ:

No 7731
Entry

L. C. Beem - Plaintiff
vs
Alex Johnson. Defendant | Judgment Entry

This day came the plaintiff by his attorney; also appeared in open Court, for and on behalf of Said defendant Robt McCrory, an attorney at Law of this Court, and by Virtue of the Warrant of attorney annexed to the Note attached to the Petition in Said Cause, Shown to have been duly executed by Said defendant entered the appearance of Said defendant, and waived the issuing and Service of process in this action, and confessed a judgment on Said Note against Said defendant, and in favor of Said plaintiff, for, Two hundred and Twenty Four dollars and Twenty three Cents, being the amount of the principal and interest due on Said Note, and for the Costs taxed and to be taxed, and released, and waived all exceptions, Errors, and right of appeal in the premises.

"It is therefore Considered that Said plaintiff recover of Said defendant, the Sum of Two hundred Twenty Four dollars and Twenty three Cents, and that Said Judgment bear interest at 8. per Cent. from the 17th day of September A.D. 1899. and also Costs herein expended. Taxed at. $

Attest J. M. Gosnell Clerk

"Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Remean Doo, Judge of Said Court, of the Term of September To-wit, on the 25th day of September in the year of Our Lord One Thousand Eight Hundred and Ninety Nine

"Be it remembered that heretofore To-wit, on the 22nd day of August A.D. 1899, the Union Banking Company filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Garrard & Son, Et. al. To-wit,

The Union Banking Company
Plaintiff

vs

Garrard & Son, W. A. Garrard
P. G. Garrard & Dorcas Garrard
Defendants

No 7704
Petition

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

Petition

The Plaintiff Says that it is a Corporation duly incorporated under the laws of the State of Ohio, and that its principal place of business is in Marysville, Ohio,

"That Said defendants Garrard & Son, W. A. Garrard and P. G. Garrard are indebted to plaintiff on a promissory Note of Which the following is a copy.

$600 00/100

Marysville O. August 18th 1898

"One year after date for Value received we or either of us promise to pay to The Union Banking Company, or order at the Banking House of Said Company at Marysville, Ohio, Six Hundred Dollars with interest at 8 per cent from date payable Semi annually. Warrant of Attorney to Confess judgment - Witness our hands and Seals this 18th day of August A.D. 1898.

Garrard & Son
W. A. Garrard
P. G. Garrard

No 7707
Waiver

Indorsed. Interest paid to Feby. 18, 1899.

"There are No other Credits on Said Note, there is due and remaining unpaid upon Said Note from Said defendants Garrard & Son and P. G. Garrard the Sum of Six Hundred Dollars with Eight per cent interest from February 18th 1898 payable Semi annually.

"On Said 18th day of August 1899 and in order to Secure the payment of Said Note the Said defendant Dorcas Garrard and Wesley A. Garrard her husband Executed and delivered to Said plaintiff their Mortgage deed of that date and thereby conveyed to Said plaintiff the following described Premises, Viz: Situated in the County of Union in the State of Ohio and in the Village of Marysville and Bounded and described as follows:- Part of In Lot Number Two Hundred and Ten (210).

No 7707

"Beginning at the South West Corner of Said In Lot at the intersection of the East line of an Alley with the North line of Eighth Street: Thence with the North line of Said Eighth Easterly Fifty (50) feet to a Stake: thence Northerly and parallel with the East line of Said Alley Fifty five (55) feet: Thence Westerly and parallel with the North line of Said Eighth Street Fifty (50) feet to the East line of Said Alley: Thence Southerly with the East line of Said Alley Fifty five (55) feet to the place of beginning

"The Condition Contained in Said Mortgage was in Substance. That if the Said Garrard & Son, Wesley A Garrard and Pearl G. Garrard Should pay or cause to be paid Said Note above Set forth when the Same became due then Said Mortgage to be Void, Otherwise to be and remain in full force and Virtue in Law forever

"On the 19th day of August, 1898, at 10 7m O'Clock A.M. Said Mortgage was filed

with the Recorder of Said Union County, Ohio for record and the same was duly recorded by him in Volume 84, Page 586, of the Records of Mortgages of Said Union County, Ohio, Said Mortgage had Twenty five Cents of United States Internal Revenue Stamps affixed and duly Canceled as required by law; = Said deed has become Absolute.

"Plaintiff therefore prays judgment against Said defendants Garrard & Son, W.A Garrard and P.E Garrard for Said Sum of Six Hundred Dollars with Eight per Cent interest thereon from February, 18th 1899. payable Semi Annually; That Said Mortgage may be foreclosed, Said premises Sold, and the proceeds thereof Applied to the payment of Said indebtedness and for all other proper relief in the premises.

John M. Brodrick Attorney for Plaintiff

The State of Ohio } SS
County of Union }

John M. Brodrick being Sworn Makes oath that he is the duly authorized Attorney for Said plaintiff, a Corporation, 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 22nd day of August, 1899.

(Seal) J M Gronell Clerk

---

No 7707
Waiver

The following Waiver was filed Aug. 22nd 1899. with the above Petition To-wit

"We the Undersigned defendants hereby waive the issuing and Service of process, and Voluntarily enter our appearance herein this 22nd day of August, 1899

W.A Garrard
P.E. Garrard
Bross Garrard
Garrard & Son
By John M. Brodrick atty for Garrard & Son

---

On September 25th 1899. the following was filed with the Clerk of this Court To-wit:

No 7707

The Union Banking Company
Plaintiff
Vs
Garrard & Son, et al, Defendants

September Term, 1899.
Journal Entry
Petition on Note and Mortgage

And now comes the Said plaintiff, The Union Banking Company by John M. Brodrick its Attorney, and thereupon this cause came on to be heard upon the petition, and the Said 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 him by reason of the premises: on consideration whereof the Court find that there is due to the plaintiff from the Said Garrard & Son, W.A Garrard and Paul Garrard on the Note and Mortgage, in the petition Mentioned and set forth, the Sum of Six Hundred and Twenty Seven Dollars and Nineteen Cents, and that it is a lien upon Said premises described in Said Petition

"It is therefore considered by the Said Court here, that the Said Plaintiff recover of the Said defendants the Said Sum of Six hundred and Twenty Seven Dollars and Nineteen 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 Garrard & Son. W. B. Garrard, and P. C. Garrard fail for 10. days from this date to pay to the Said plaintiff the Said Sum of Six Hundred and Twenty Seven Dollars and Nineteen Cents &c as aforesaid found due, and to the Clerk of this Court the Costs aforesaid then an Order of Sale Shall issue out of Said Court to the Sheriff of this County, Commanding 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 Costs, "Second, in payment of the Judgment &c as aforesaid rendered; and the residue if any, he bring into Court, to abide the further order of Said Court

Bradrick per Plaintiff

On October 12th 1899. The following Precipe was filed with the Clerk of Court To-wit

The Union Banking Company Plff
vs
Garrard & Son. et. al. Defts

Court of Common Pleas. Union County. Ohio.
Marysville Oct 12th 1899.

To the Clerk of Said Court.

No 7704 Sheriffs Return

No 7705 Precipe for order of Sale.

Issue order of Sale in the above case returnable according to law

John M. Bradrick Attorney for. Plaintiff

On October 20th the following Order of Sale was issued by the Clerk of this Court and delivered to the Sheriff of Union County. Ohio. To-wit:

No 7706 Order of Sale

The State of Ohio. Union County ss

Order of Sale.

To the Sheriff of Said County – Greeting:

"Whereas at a Court of Common Pleas holden at the Court House in Marysville in Said County of Union on the 25th day of September 1899. The Union Banking Company obtained a judgment and decree against Garrard & Son. W. B. Garrard. P. C. Garrard and Dorcas Garrard for the Sum of Six Hundred and twenty Seven and 19/100 Dollars and Eleven and 82/100 Dollars. Costs of Suit = And Whereas, it was then and there by Said Court ordered, adjudged and decreed that the Said Garrard & Son et al within 10. days from the 25th day of September A.D. 1899. pay unto the Said The Union Banking Co the Said Sum of Six Hundred and Twenty Seven and 19/100 Dollars with interest from the 25th day of September 1899. 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 10 days aforesaid have fully expired, and the Said Sum of Six Hundred and Twenty Seven and 19/100 Dollars, and Costs aforesaid have not been paid, or any part thereof as appears of record.

"We, therefore Command you, that you proceed, without delay to appraise, advertise and Sell, according to the Statute regulating Judgments and Executions at law the following lands and tenements, Situate in Union County Ohio, To-wit,

And in the Village of Marysville and bounded and described as follows.

"Part of In Lot Number Two Hundred and Ten (210) = Beginning at the South west Corner of Said In Lot at the intersection of the East line of an alley with the North line of Eighth Street; Thence with the North line of Said Eighth Street Easterly Fifty (50) feet to a Stake; Thence Northerly and parallel with the

Said defendants
on this date to
even Dollars and
the Costs aforesaid
this County.
ised and Sold
unt of Costs
d the residue

Plaintiff

of Court To-wit

Ohio.
24th 1899.

the above case

for. Plaintiff

k of this Court

holden at the
of September
decree against
the the Sum of
Dollars. Costs
ered. adjudged
25th day of September
ty Hundred and
tober 1899, and Costs
e to the Sheriff
Statute regulating
in the Plaintiffs
d. and the said
s aforesaid have

Appraise, advertise
sections of law
hio. To-wit.
o Dollars.
inning at the
line of an alley
of said Eighth
arallel with the

East line of said alley. Fifty five (55) feet. Thence Westerly and parallel with the North line of said Eighth Street Fifty (50) feet to the East line of said alley; Thence Southerly with the East line of said Alley Fifty five (55) feet to the place of beginning

"We therefore Command you. That you proceed to Carry said order. Judgment and decree into Execution agreeably to the Tenor thereof. and that you expose to Sale the above described Real Estate Under the Statutes regulating Sales on Execution. and that you apply the proceeds of Such Sale in Satisfaction of said judgment and decree. with Costs and interest as Specified therein. and that you Make report of your proceedings herein. to our Court of Common Pleas within Sixty days from the date hereof. and bring this order with you.

Witness My Signature as Clerk of our said Court of Common Pleas. and the Seal of said Court at Marysville This 20th day of October A.D. 1899

(Seal)

J. N. Gossett Clerk

No 7704
Sheriffs Return

On November 28th 1899. The Sheriff of Union County. Ohio. Made the following return on the above Order of Sale to-wit:

The State of Ohio
Union County } ss

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum. Appraisers | 1 | 00 |
| Swearing Appraisers | | 25 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | | 14 |
| Bandage | 3 | 00 |
| Return | | 25 |
| Revenue | | 50 |
| Total | 6 | 64 |
| Appraisers Fees | 3 | 00 |
| Printers Fees | 14 | 50 |

In Obedience to the Command of the Order of Sale herein annexed. I did on the 28th day of October. 1899. Summons Thos M. Brannen. John Wiley and A. B. Johnson three disinterested freeholders. residents of said County. who were by me duly Sworn to impartially appraise the lands and tenements therein described. upon actual View. and afterwards on the 23rd day of October A.D. 1899 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 and Seventy 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 25th day of October. 1899. 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 25th day of November A.D. 1899. 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 25th ~~day~~ of November A.D. 1899. at the time and above Mentioned proceed to offer said lands and tenements at public Sale. and then and there Came Agusta Bryant who bid for the same the Sum of Three Hundred Dollars. and said Sum being More than Two-Thirds of the appraised Value thereof. and said Agusta Bryant being the highest and best bidder therefor. I then and there publicly Sold and Struck off said lands and tenements to him for said Sum of Three Hundred Dollars.

J. Ed. Robinson Sheriff

No 7704
Notice of Sheriff Sale and its proof of Publication

On December 1st 1899. The following Notice of Sheriff. Sale and its proof of Publication was filed in the Office of the Clerk of this Court To-wit:

Sheriffs Sale. John M. Brodrick Attorney
On order of Sale.

The Union Banking Co
vs
Garard & Son 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 25th. 1899. at or about the hour of one. o'clock. P.M. on Said day the following described real Estate To-wit:= Situated in the Township of Paris and in the Village of Marysville County of Union. and State of Ohio. and bounded and described as follows.

"Part of In Lot Number two Hundred and Ten (210). Beginning at the Southwest corner of Said In Lot, at the intersection of the East line of an alley with the North line of Eighth Street: Thence with the North line of Said Eighth Street Easterly Fifty (50) feet to a Stake: Thence Northerly and parallel with the East line of said alley Fifty five (55) feet: Thence Westerly and parallel with the North line of Said Eighth Street Fifty (50 feet to the East line of Said alley: Thence Southerly with the east line of Said alley Fifty five (55) feet to the place of beginning

"Bounded on the North by Seventh Street, on the East by Plum Street, on the South by Eight Street, and on the West by Main Street

"Appraised at $375.00 J. Ed Robinson Sheriff of Union County. Ohio

"Terms of Sale Cash.

October 25th 1899. 5. W.

The State of Ohio. Union County ss.

The Undersigned being duly Sworn Says that a Copy of the annexed Notice was published for 6. Consecutive weeks in the Marysville Tribune. a Newspaper of general Circulation in the County of Union. the first publication beginning with Oct. 25th 1899.

W O Shearer

Sworn to and Subscribed before Me. this 1st day of December. 1899

Printers Fees $14.20 (Seal) J. Mcgarrell Clerk.

December 1st 1899. The following entry was filed in the Clerks Office To-wit:

No 7704
Entry

The Union Banking Co
Vs
Garard & Son et al

Entry

This day this cause came on for hearing on Motion of the Plaintiff to Confirm the Sale herein. and the Court having examined the proceedings and return of the Sheriff and finding the Same Strictly in conformity to law and the former order of the Court herein. It is considered and ordered that Said Sale be Confirmed, and Said Sheriff is ordered to convey Said premises to the purchaser thereof by a good and Sufficient deed. and the Court coming now to distribute the proceeds of Said Sale in the hands of the Sheriff. To-wit: $300.00 It is ordered that Said Sheriff pay.

1st To the Clerk the Costs of this Case $35.28

2nd. Said Plaintiff the remainder of Said Money $264.02

And a writ of possession is awarded to put Said purchaser in possession of Said premises.

Brodrick for Plaintiff

Attest J Mcgarrell Clerk

No 7737
Petition

"Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of September, to-wit, on the 1st day of December in the year of our Lord, One Thousand Eight Hundred and Ninety Nine

"Be it remembered that heretofore To-wit: on the 1st day of December A.D. 1898, the Mc Cormick Harvesting Company filed in the Clerks office of the said Court of Common Pleas, the following Petition against A.E. Mitchell To-wit:

The State of Ohio Union County. ss } Petition and Action in Cognovit.

The Mc Cormick Harvesting Co. a Corporation = Plaintiff
vs
A.E. Mitchell - Defendant.

Court of Common Pleas

Petition

No 7737 Petition

The Plaintiff Says that it is a Corporation duly organized and Existing Under the laws of the State of Illinois, and plaintiff Says that this its action is founded Upon a promissory Note for the Unconditional payment of Money only, of which the following is a Copy, with all Credits and indorsements thereon to-wit;

$60.00 Plain City Ohio. July 16, 1897.

On or before the first day of Sept. 1898, for Value received I, promise to pay to the Mc Cormick Harvesting Machine Company (a Corporation organized and existing under the laws of the State of Illinois or order at the Farmers Bank of Plain City Ohio, Fifty Dollars with interest at Six per cent per annum from date Sept. 1898, until due, and interest at Eight per cent per annum after Maturity paid, with Ten per cent Attorney fees. And we jointly and severally do hereby authorize any Attorney at Law to appear for us or either of us in an action on the above note at any time after Same be come 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, any installment of interest if not paid as it falls due shall bear interest at the Same rate as the principal. The Machine remain the property of the Mc Cormick Harvesting Machine Company until paid for.

Witness our hands and Seal

Post Office Unionville
Union County Ohio.

A.E. Mitchell. (Seal)

No payment has been Made on said note, and there is now due the plaintiff from the defendant, on said Note the said Sum of Fifty Dollars with Six per Cent from date until due and 8. per Cent interest after due until Paid and with Ten per Cent Attorney fees

2nd For Second Cause of action Plaintiff Says that this Cause of action is founded upon a Written instrument for the Unconditional payment only of which the following is the Original, hereto attached, and Made a part hereof

$65.00 Plain City Ohio July 16th 1897.

On or before the First day of Sept. 1899, for Value received, I promise to pay to the Mc Cormick Harvesting Machine Company (a Corporation organized and existing under the laws of the State of Illinois, and having its Ohio office and place of business in the City of Chicago, County of Cook, State of Illinois), or order, at Farmers Bank, Plain City, Ohio. Sixty five Dollars with interest at Six per cent

per annum from date 1898, until due, and interest at Eight per cent per annum after maturity until paid and with Ten per cent attorney fees. and we jointly and severally do hereby authorize any attorney at law to appear for us, or either of us in an action on the above note at any time after the same becomes due in any Court of Record in or of the State of Ohio waive the issuing and service of Process against us, or either of us, and confess judgment in favor of the legal of the 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 righ of appeal from the judgment rendered, any installment of interest of interest if not paid as it falls due shall bear interest at the same rate as the principal. the Machine remains the property of the McCormick Harvesting Machine Company until paid. ---- Witness our Hands and Seals

Test Offiel Unionville, Union county Ohio

A E Mitchell (Seal)

"There are no Credits of Payment payments made on said notes, and there is now due Plaintiff from Defendant on said Note the Sum of Sixty five Dollars with interest at Six per cent from date until due and Eight per cent after due till paid

"There is due therefore to plaintiff from the defendant on Said Notes the Sum of One Hundred and fifteen Dollars which it Claims with interest from date at 6 per cent till due, and after due at Eight per cent per annum, until paid and for which with Costs of Suit. Plaintiff asks Judgment against the Defendant;

Porter & Porter Attorneys for Plaintiff

The State of Ohio Union County ss

John L. Porter being Sworn Says that he is one of the Attorneys for the Plaintiff, in this case, and the facts Stated and allegations in said Petition are as affiant believes true and that this action is commenced upon written instrument for the payment of Money and are in affiants possession as such attorney.

John L. Porter.

Sworn to before me, and, Signed in my presence this 1st day of December A.D. 1899

(Seal)

J H Gorsuch
Clerk of Courts

No 7737. Entry

McCormick Harvesting Machine Company ---- Plaintiff

vs

A E Mitchell ---- Defendant

No 7737 Answer

Court of Common Pleas

Union County Ohio.

Answer

The defendant A E Mitchell by J. N Kinkade his attorney, and an Attorney at law of record in Court duly authorized thereto 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. Here comes and waives the issuing and Service of process in this action, and hereby enters his appearance herein, and said defendant by J. N. Kinkade his said Attorney duly authorized as aforesaid Say that he cannot gainsay or resist the facts Stated, and allegations in the petition of Plaintiff herein filed against him, but acknowledges, and Confesses the Same to be true, and Says that he is indebted to the plaintiff on the said Notes in Manner and form as the Plaintiff has in his Petition Set forth, and that the amount due upon said indebtedness at this day and forth said notes mentioned is the Sum of One Hundred and thirty Two and 25/100 ($132.25) Dollars, bearing interest at 8 per cent per annum, and therefore, for that Sum, with interest from December 1st 1899 at 8 per Cent per annum and accruing Costs Confesses Judgment in favor of the Plaintiff, and Waives and releases all Errors in this proceedings and Said

Judgment and all proceedings, Petitions and writs of Error therein.
J. H Kinkade Attorney for Defendant.

No 7737.
Entry

McCormick Harvesting Machine Company — Plaintiff
vs
A E. Mitchell — Defendant

Entry
Court of Common Pleas, Huron County, Ohio

This day came the Plaintiff by Porter & Porter, Attorneys and filed its Petition against said Defendant, and thereupon came J. H. Kinkade an Attorney at Law of this Court by Virtue of a Warrant of Attorney for that purpose duly executed by said defendant Here produced in open Court, proven Shown to the Court and filed with the Clerk thereof, appearing in open Court in behalf of the said defendant, Waived the issuing and Service of Process, Entered the appearance of said defendants herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as it has in its Petition alleged by Virtue of said Warrant of Attorney confessed, that there was due from said defendant to said Plaintiff on said indebtedness the Sum, including interest of, One hundred and thirty two ($132.22) 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 that the said McCormick Harvesting Machine Company, Plaintiff do recover of the said A. E. Mitchell defendant, the Sum of, One Hundred and Thirty two, ($132.22) Dollars So confessed, as aforesaid, with interest from Dec 1st, 1899. at 8 per cent per annum and also Costs in this behalf Expended. Taxed to $ and by Virtue of said Warrant of Attorney all Errors in this action, Judgment and proceedings and all proceedings, Petitions and Writs of Error thereon Sare by said Defendant, Waived and released

Attest J. N Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. Before the Honorable Duncan Dow Judge of Said Court of the Term of September A.D. to-wit. on the 1st day of December in the year of our Lord. One Thousand Eight Hundred and Ninety Nine.

"Be it Remembered that heretofore to-wit on the 1st day of December A.D. 1898 Joshua Richardson as Guardian of Clark Richardson an Imbicile filed in the Clerks office of the Said Court of Common Pleas. the following Petition against B. F. Payton and Vene Payton his Wife. to-wit:

The State of Ohio. Union County. ss.

Joshua Richardson Guardian of Clark Richardson an Imbecil
Plaintiff

vs

B. F. Payton and Vene Payton his Wife - - - Defendants

No 7738 Petition

Petition and answer in Cognovit

Court of Common Pleas

Petition

"The Plaintiff Says that he is the duly appointed and qualified Guardian of Clark Richardson who is an imbicile.

"That this action is founded upon a Writen instrument for the Unconditional payment of Money Only of which the following is a copy with all the Credits and indorsments thereon. To-wit.

$100.00 Mt Victory April 16. 98

One year after date for Value received we Jointly and Severly promise to pay Clark Richardson of Mount Victory Ohio. or Order. One hundred Dollars with interest at 8 per Cent per annum. payable at the Mount Victory Bank. Mount Victory. Ohio. and we hereby authorize and Empower any Attorney at law of any Court of record at any time after the above Note becomes due to appear for us or Either of us without process in any Court of Record in the State of Ohio. or elsewhere and Confess a judgment for the Said amount interest and Costs in favor of the legal holder indorser. assignee hereof. and release all Errors which may occure in the Condition of Such judgment. and we also release the right of Appeal. the Stay of Execution and the power and previlege to hold exempt any personal or real estate belonging to us or Either of us. at and after the date of Such judgment. and our Said Attorney is hereby authorized to Enter Said release in Said judgment

B. F. Payton (Seal)
Vene Payton (Seal)

There is Endorsed on Said Note the following Credits. To-wit:

Mt Victory O. 4-16-98. Read on the within Note. $8.00 as one years Int. and No other payment has been Made on Said Note. the Original of Said Note is hereto attached. Marked "A" and Made a part hereof.

"There is due to Plaintiff as Such Guardian of Clark Richardson from the Defendant on Said Note the Sum of One Hundred Dollars which he Claim with interest from the 16th day of April A.D. 1898. at 8 per Cent per annum. and for with Costs of Suit he asks judgment against the defendants

77 - Second Cause of Action

The Plaintiff as Such Guardian of Clark Richardson Says that this Cause of action is founded upon a Writen instrument for the Unconditional payment of Money only of which said the following is a Copy. To-wit.

No 7738 Answer

$ 130.00 Mt Victory Ohio April 21st 97

Two years after date for Value received we jointly and severally promise to pay or order Clark Richardson. One Hundred and thirty dollars with interest at 8. per Cent per annum. And we hereby authorize and empower any Attorny at Law of any Court of Record at any time after the above note becomes due to appear for us or either of us without process in any Court of Record in the State of Ohio or Elsewhere, and confess a judgment for the said amount. Interest and Costs, in favor of the legal holder. indorser or assignee hereof: and release all Errors which may occur in the rendition of Such judgment "And we also release the right of Appeal, the Stay of Execution, and the power and privilege to hold exempt from Execution any personal or real property belonging to us or either of us at and after the date of Such judgment. And our said Attorny is hereby authorized to Enter Said release in Said Judgment

Witness our hands and Seals
This 21st day of April A.D. 1897

B. F. Payton (Seal)
Leonnie Payton (Seal)

"There is Endorsed on Said Note as follows. Mt Victory O. 6-4-21-98. Received on the within Note $10.40 as one years int.

"No other payment has been Made on Said Note. The Orignal Note is hereto attached Marked "B" and Made a part hereof.

"There is Now due and remaining from Said defendant to the plaintiff as Such Guardian on Said promissory Note Said Sum of One Hundred and thirty dollars ($130) with interest at 8. per Cent from the 21st day of April. 1898. for which Sum with the interest plaintiff asks Judgment.

"Plaintiff as Such Guardian asks Judgment therefore against defendants for Two Hundred and thirty dollars ($280.00) with 8. per Cent interest on $100. from April 16th 1898. and on $130.00 with 8. per Cent interest from April 21st 1898. and for all other proper relief

"Plaintiff Says the the Vene Payton who Signed the first Note herein described and Set forth, and Leonnie Payton who Signed the 2nd Note are one and the Same person. and She is the wife of B. F. Payton

Porter & Porter Attorneys for Plaintiff

John L. Porter being duly Sworn Makes oath that he is one of the Attorneys for the Plaintiff in this action, and that this action is brought upon written instruments for the payment of Money, and are both of them in possession of affiant as Such attorny, and affiant Says that the facts Set forth in this Petition are true as he believes

John L. Porter.

Sworn to by John L. Porter before me and Signed by him in my presence this 29th day of November, 1899.

(Seal)

J. H. Gosnell Clerk of Court

---

Joshua Richardson as Guardian of Clark Richardson, an imbecile Plaintiff

vs

B. F. Payton and Vene. Payton his Wife ... Defendants

No 7738 Answer

Court of Common Pleas, Innis County, Ohio.

Answer

The defendants B. F. Payton and Vene Payton his wife by J. H. Kinkade their Attorney, and an Attorney at Law of record in this Court, duly authorized thereto 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 that herewith. Now Come and waive the issuing and Service of process in this action and hereby Enter their appearance herein, and Said defendant by Said J. H. Kinkade their 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 Notes in Manner and form as the Plaintiff has in his Petition Set forth, and that the amount due upon Said indebtedness at this day on both Notes is the Sum of Two Hundred and Fifty Nine and 67/100 Dollars ($259.67) bearing interest at 8. per Cent. per annum, and therefore for that Sum with interest from December 1st 1899 at 8. per Cent. per annum, and accruing Costs. We Confess Judgment in favor of the Plaintiff, and Waive and release all Errors in this proceeding, and Said Judgment, and all proceedings, Petitions, and writs of Error therein.

J. H. Kinkade Attorney for Defendant

December 1st 1899. The following Entry was filed in the Clerks office Co- Writ.

No 7738 Entry

Joshua Richardson Guardian of Clark Richardson an imbecile Plaintiff

Vs

B. F. Paxton and Vene Paxton his wife — Defendants

Court of Common Pleas, Miami County, Ohio.

Judgment by Confession $259.67
Int at 8. per cent from Dec 1st 1899

Entry

No 6988 Petition

"This day came the Plaintiff by Porter & Porter his Attorneys and filed his Petition against Said defendants, and thereupon came J. H. Kinkade an Attorney at law of this Court by Virtue of a Warrant of Attorney for that purpose, duly Executed by Said defendants Now produced in open Court, proven Shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the Said defendants, waived the issuing and Service of process, entered the appearance of Said defendants herein and acknowledging that Said defendants did owe, and 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 Two Hundred and Fifty Nine and 67/100 ($259.67) 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 Joshua Richardson as Guardian of Clark Richardson an imbecile Plaintiff do recover of the Said B. F. Paxton and Vene Paxton defendants the Sum of Two Hundred and Fifty Nine and 67/100 ($259.67) Dollars So Confessed as aforesaid, with interest from Dec. 1st 1899 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. N. Grosnell Clerk

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, A.D. 1895. on the 1st day of December in the year of Our Lord, One Thousand Eight Hundred and Ninety Nine.

"Be it remembered that heretofore, to-wit: on the 2nd day of November, A.D. 1895. Joseph P. Martin filed in the Clerks office of the said Court of Common Pleas, the following Petition against Emanuel Rausch et. al. to-wit:

Joseph P. Martin, Plaintiff
vs
Emanuel Rausch, John Pemple, George Nicol, Conrad Nicol A.R. Biglow, Cyrus Zimmerman John W. Robinson B.L. Robinson J. Schiderer, J.F. Fairbanks L.H. Halycross, William Diehl B.F. King, Richard Watson, George Moder, J.B. Mayer, John Georg Mayer, Martin Loschky, Fredrich Loschky, J.H. Bidwell A.E. Mitchell and Joseph P. Martin Under firm Name and Style of Chuckery Horse Company

No 6988
Petition

Court of Common Pleas
Union County Ohio

"Petition.

"Plaintiff Says;

That on the 7th day of February A.D. 1891. The Plaintiff and defendants entered into a partnership for the purpose of buying and keeping a Stallion for breeding purposes, under articles of partnership and under firm name and Style of Chuckery Horse Company. Copy of which articles of agreement is hereto attached Marked "A".

"Under said articles of agreement, Said Company was organized on April 1st 1891. by Electing Joseph P. Martin as President and Treasurer, Joel F. Fairbanks: Secretary: and B.L. Robinson as Manager, with L.H. Halycross, A.E. Mitchell, Conrad Nicol, B.L. Robinson, and George Moder as directors. Who have had Control and Management of the business of Said partnership Since that date up to the present time

"The plaintiff and defendants Made their Contributions to the Capital of Said partnership, Except Said J.H. Bidwell, Who has not paid in his Share to Said Capital in full pursuant to Said articles of agreement, and thereupon the business contemplated therein was commenced and Carried on by them, they purchased a Stallion which is Still owned by the Said Company and there are also debts and Claims, due to them as Such Company, and no Equitable division of the assets of the partnership Can be Made, Except by Sale thereof, and a division of the proceeds.

"Plaintiff further Says that after Said first day of April A.D. 1891. To-wit on the day of 1894, the defendant George Nicol Without the knowledge of the plaintiff assigned all of his interest in Said partnership and his right and title to all the property of Said firm to the defendant A.R. Biglow. Also on the day of 1894 the defendant Conrad Nicol without the knowledge of Plaintiff, assigned to the defendant A.R. Biglow all his interest in Said partnership and his right and title to the property of Said firm. Also on the day of 1894, the defendant L.H. Halycross, without the knowledge of Plaintiff, assigned to the defendant A.R. Biglow all of his interest in Said partnership and his right and title to the property of Said firm. Also on the day of 1894 the defendant William Diehl, Without the knowledge of Plaintiff, assigned to the defendant Mathias Loschky, all his interest in Said partnership and his right and title to the property of Said firm. Also on the day of 1894 the defendant Richard Watson, without the knowledge of Plaintiff assigned to the defendant William

Sold all his interest in said partnership and his right and title to the property of said firm

"The said partnership firm has for the last two years been losing Money. "The costs of running the business and care of the horse being more than the receipts and there is no prospect for any better condition of affairs if the partnership shall continue. It is impossible to make a Success of the business.

"The Plaintiff asks judgment that partnership be adjudged dissolved, a receiver appointed, with power to dispose of the property and good will of partnership, and that proceeds be divided after payment of just debts of said partnership, between the parties thereto entitled according to their respective rights and such other and further relief as case may require.

L. Piper Attorney for Plaintiff

State of Ohio, Union County, ss.

Joseph P. Martin, being duly Sworn, according to law says the facts stated and allegations in his foregoing Petition are true as he verily believe

J. P. Martin

Sworn to before me by Joseph P. Martin, and by him Subscribed in my presence this 2nd day of Nov. 1895

(Seal)

J. M. Gosnell Clerk

No 6988 Summons

---

No 6988. Agreement

"Entered into by the Undersigned Stockholders in the Chuckery Horse Company of County of Union, State of Ohio, for its government

"The officers of this Company shall consist of a President, Secretary, Treasurer, and Manager, and a Board of five directors. The duties of the officers are as follows.

"The President is to preside at all regular and Special Meetings.

"The Secretary is to keep all records and attend to all correspondence.

"The Treasurer is to receive and distribute all Moneys of the Company and keep a correct account of Same.

"The Manager is to handle, care for and have charge of horse, under the direction of the Board of directors.

"The Board of Directors shall have general Charge of the horse, and full power to direct as to its Management. In case when the action of the Board of directors is not Satisfactory to the Majority of the Stockholders, the Matter in dispute can be adjusted at a Special Meeting of the Company, and must be decided by a Vote of the Stockholders, who will be entitled to Same Number of Votes as they own Shares of Stock.

"This Company shall have an annual Meeting on the first Saturday of April in each year. Special Meetings can be called at any time, upon Stockholders being Notified of Same by the Secretary.

"The Net Earnings of horse shall be divided, pro-rata, among the Stockholders at the regular annual Meeting of the Company. Any Stockholder failing to make payment, when due, of the amount he owes on Stock in the Company, shall forfeit his Stock, and all interest in Stud fees, earned by the horse, to the other Stockholders of the Company.

"The Service fees of horse are as follows. For the Season to insure $25.00 Mares bred by Stockholders must be paid for at the same rate as Mares owned outside of the Company

"All persons parting with Mare without consent of directors forfeit Insurance

No 6988 Return on Summons

No 6988 Summons

"In Testimony Whereof. Witness our hands and Seals this 7th day of February A.D. 1891

Emanuel Rausch — John W. Robinson — William Diehl
John Temple — B de. Robinson — B. F. King
George Nical — J Schiderer — George Moder
Conrad Nical — A.E. Mitchell — Mathias Loschky
A.R. Biglow — J.F. Fairbanks — Fred Loschky
Cyrus Zimmerman — de H. Holycross — J.H. Bidwell
J.S. Mayer — J.P. Martin

On November 2nd 1895. the following Summons was issued to the Sheriff of Union County, Ohio. To wit:

No 6988 Summons

Summons.

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

You are hereby commanded to Notify. Emmanuel Rausch John Temple. George Nical. Conrad Nical. A.R. Biglow. Cyrus Zimmerman. John W. Robinson. B.de Robinson. Scott Robinson. Jacob Schiderer. J.F. Fairbanks. de H. Holycross. Wm Diehl. B.F. King. George Moder. John G. Mayer. Mathias Loschky. Fred Loschky. J.H. Bidwell. A.E. Mitchell. Richard Watson. and Joseph. P. Martin. Under the firm Name and Style of Chuckery. Horse Company. that they have been Sued by Joseph P. Martin in the Court of Common Pleas of Union County. and Must answer by the 11th day of December 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 November A.D. 1895

Witness my hand and the Seal of Said Court this 2nd day of November A.D. 1895

(Seal) J McConnell Clerk

No 6988 Return on Summons

The State of Ohio, Union County } Joseph P Martin being duly Sworn says that he received this writ Nov 2nd A.D. 1895 at 10. O. Clock A.M. and Served same by

I the Undersigned defendant in the within entitled Case. John W Robinson hereby waive Service in the within entitled case and enter my appearance therein

John W. Robinson Columbus Ohio.

On November 2nd 1895 the following Summons was issued to the Sheriff of Union County, Ohio. To-wit:

No 6988 Summons

Summons.

The State of Ohio, Union County 58 } To the Sheriff of Union County.

You are hereby commanded to Notify. Emanuel Rausch. John Temple, George Nical. A.R. Biglow. Conrad Nical Cyrus Zimmerman John W. Robinson. B.de. Robinson. J.S. Schiderer. J.F. Fairbanks. Scott Robinson de. H. Holycross. William Diehl. B.F. King. George Moder. John George Mayer. Martin. Loschky. J.H Bidwell. A.E. Mitchell. Richard Watson. and Joseph P. Martin. Under firm Name and Style of Chuckery horse company. that they have been Sued by Joseph P. Martin in the Court of Common Pleas of Union County. and Must answer by the 11th day of December 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 November A.D. 1895.

Witness My hand and the Seal of Said Court this 2nd day of November A.D. 1895

J. M. Gaskell Clerk

No 6988 Return of Summons

The State of Ohio } ss
Union County }

Joseph P. Martin being duly Sworn says that he Received this writ Nov 2nd A.D. 1895 at 10:0 o'clock A.M. and Served Same by leaving a certified Copy of the within Summons at the usual place of residence of the within named William Dickl, Joel T. Fairbanks, Emanuel Rausch, and George Moder.

Sworn to before Me Subscribed in My presence this 11th November, 1895

J. M. Gaskell Clerk of Courts

We the Undersigned defendants named in the within entitled case hereby waive the issuing and of process and enter our appearance in said cause

| | | |
|---|---|---|
| A E Mitchell | Mathias Lookky | Conrad Neal |
| T. Scott Robinson | George Neal | John Temple |
| B. L. Robinson | Jacob Schiderer | J. N. Bidwell |
| Cyrus Zimmerman | L. H. Haly cross | Fred Loockehy |
| A R. Bigler | Richard Waken | J. S. Mayer |
| | | B. F. King. |

No 6988 Report of Receiver.

On December 2nd 1895 the following Entry was filed in the office of the Clerk of this Court, To-wit:

Joseph P. Martin Plaintiff
vs
Emanuel Rausch and
Others ---- Defendants

No 6988 Entry

Monday December 2nd 1895.

Entry

Order dissolving partnership and appointing Receiver.

This day this came on to be heard upon the Motion of Plaintiff herein for the appointment of a receiver for Said partnership.

"Whereupon the Court find that Several Members of Said firm Style The Chuckery Horse Company have Sold their interest in Said firm and the property of the Same.

"That the business of Said firm has been Conducted for the last two years at a loss, that there is no prospect for any better condition of Said business, and that there is danger of loss to Said firm of its property.

"It is therefore by the Court ordered that Said firm of the Chuckery Horse Company be and the Same is hereby dissolved.

"It is further by the Court ordered that Joseph M Kaown be and he is hereby appointed Receiver of all the debts, property equitable interests and things in action belonging to Said firm. That Said Receiver upon being duly qualified proceed to collect the debts due to Said firm Sell all the property belonging to Said Company and Compound for and Compromise all demands, and Make full and Complete Settlement of all business of Said firm.

"It is further by the Court ordered that the Said parties herein, and all other persons having any of Said property in their possession or under their Control deliver the Same to Said Receiver Joseph M. Kaown, and that all persons owing Said firm in any Manner whatever are hereby directed to pay over the Same to the Said Joseph M. Kaown as Such Receiver upon his demand for the Same.

1895.
Dec 7th
1894
Jan 7th
" "
Feb 12th
" 14
" 22.
March 10th
" 12
" 13
" 14
" "
" "
" 12
April 6th
" 7th
" 14th
June 5th
" 9th
Oct 20th
1894 " "
Dec 7th
" "
1898 Feb 17th
May 9th
March 30
1899. Sept 14th
" 26

It is further by the Court ordered that before entering upon his duties as Such Receiver. The Said Joseph M. Hawn Execute to the State of Ohio an Undertaking conditioned according to law in the Sum of One Thousand dollars ($1000 00/100)

"And Now came the Said Joseph M. Hawn and presents his Undertaking With. Joseph P. Martin and Benjamin L. Robinson as Sureties in Said Sum of One Thousand Dollars ($1000 00/100) to the Approval of the Court and was duly Sworn in as Such Receiver.

---

On October 4th 1899. The first and final account of J. M. Hawn, Receiver was filed with the Clerk of this Court. To-wit

Court of Common Pleas, Innis County, Ohio.

Joseph P. Martin, Plaintiff
VS
Emanuel Rausch Et.al, Defendants.

Receivers First and Final Report

No 6988
Report of
Receiver.

Joseph M. Hawn as receiver under order of this Court of said partnership doing business under the firm name and Style of The Chuckery Horse Company.

"In account with said Trust before said Court of Common Pleas, Charges himself as follows:

| | | | $ | ¢ | $ | ¢ |
|---|---|---|---|---|---|---|
| 1895. | | To Amount received from | | | | |
| | Dec 7th | Adam Rausch per Service of Horse | | 15.00 | | |
| 1894 | | | | | | |
| | Jan 7th | Jacob Schiderer | | | | 88 |
| | " " | " " " per Service of Horse | | 15.00 | | |
| | Feb 12th | Benjamin L Robinson per Board of Horse | | 17.60 | | |
| | " 14 | " " " " " " " " | | 25.32 | | |
| | " 22. | Scott Robinson " " " " | | 4.40 | | |
| | March 10th | J. H Bidwell on Stock " " " etc | | 195.03 | | |
| | " 12 | J. P. Martin " " " | | 4.40 | | |
| | " 13 | Jael Fairbanks " " " | | 4.40 | | |
| | " 14 | Mathias Lensky " " " | | 17.00 | | |
| | " " | George Myers " " " | | 4.40 | | |
| | " " | " " on Stock | | 15.00 | | |
| | " " | " " " " | | 2.40 | | |
| | " 12 | Jacob Schiderer per Board of Horse | | 4.40 | | |
| | April 6th | Fred Lensky " " " " | | 4.40 | | |
| | " 7th | Russell. Biglow " " " " | | 20.00 | | |
| | " 14th | George Moder " " " " | | 8.80 | | |
| | June 5th | John Temple " " " " | | 4.40 | | |
| | " 9th | George Moder " Service of Horse | | 15.00 | | |
| | Oct 20th | " " " Stallion Sold him | | 145.00 | | |
| | " " | Jacob Schiderer " Service of Horse | | 15.00 | $587.83 | |
| 1894 | Dec 7th | B. F. King per Boarding of Horse | | 14.30 | | |
| | " " | Russell Biglow " " " " | | 20.85 | | |
| 1898 | Feb 17th | Emanuel Rausch " " " " | | 18.20 | | |
| | May 9th | S. M. Dockum " Service of Horse | | 5.00 | | |
| | March 30 | J W Robinson " / | | .83 | | |
| 1899. | Sept 15th | A.R. Biglow " Board of Horse | | 11.33 | | |
| | " 24 | C. C. McClelland " | | 4.13 | | |

| | | | | | |
|---|---|---|---|---|---|
| Sept 26 | A E Mitchell for Board of Horse | | $ 34 23 | | |
| " " | S. M. Dorkum by J. M. Hawn Servis of Horse | | 10,00 | | 120,87 |
| | Said Joseph M Hawn as said receiver claims credits for payments | | | | |
| | Made on account of Trust as follows To-wit: | | | | |
| | | Vouchers | $ | ¢ | $ ¢ |
| 1895. | | | | | |
| Dec 7th | By Paid B. L. Robinson on Board of Horse | 1 | 15,00 | | |
| 1896. Feb 17th | " " For advertising B. L. Robinson | | 4,80 | | |
| " " | " " B. L. Robinson Shewing Horse | | 1,75 | | |
| " " | " " " " " for Selling Horse | 1,8 | 1,45 | | |
| " " | " " " " " on Board of Horse | | 2,00 | | |
| March 25th | " " B. L. Robinson " " " " | 2 | 50,00 | | |
| " " | " " " " " " " " " | 3 | 42,82 | | |
| April 17th | " " " " " " " " " | 4 | 41,64 | | |
| June 9th | " " Pay | 5 | 2,14 | | |
| " 13th | " " B. L. Robinson | 6 | 16,26 | | |
| Dec 26th | " " Bank of Marysville On Note | 7 | 51,37 | | |
| " 28th | " " B. L. Robinson on Board of Horse | 8 | 24,33 | | |
| " 31st | " " Bank of Marysville on Note | 7-B. | 22,09 | | |
| 1897. Mar 2 | " " Plain City Bank on collecting Note | | .15 | | |
| " 8 | " " Bank of Marysville on Note | 7-13 | 28,40 | | |
| Oct 23rd | " " " " " " " " | 7-C | 5000 | | |
| Nov 19th | " " " " " " " " | 7-D | 40,00 | | |
| 1899. Sept 26th | To Co. McClelland account | 9 | 13,87 | | |
| " 28 | Less Taxes J. R. for Collecting Note | | 1,34 | | |
| " " | Le Pique atty fees | | 60,00 | | |
| " " | Compensation to Receiver | | 100,00 | | |
| | Costs of Court | | 11,91 | | |
| | Total paid out | | $585,44 | | |
| | Balance in hands of receiver | | 73,26 | | |
| | | | $ 658,70 | | |

State of Ohio
Union County } ss

Joseph M. Hawn, Receiver of the property and effects of said Chuckery Horse Company Mentioned in the above entitled case do make solemn oath that the within is a true and correct account of said receivership as I verily believe

J. M. Hawn

Sworn to before me and subscribed in my presence this 4th day of October A.D. 1899.

(Seal)

J. M. Sasnett
Clerk of Court

December 1st 1899. Entry Confirming report of Receiver was filed with the Clerk of this Court-To-Wit:

No 6988
Entry

J. P. Martin, Plaintiff
Versus
Emanuel Rausch and others
Defendants

Court of Common Pleas. Union County, Ohio.
Entry
Confirming Report of Receiver.

"This Cause came on to be heard upon the Motion to Confirm the final report of the receiver herein. and his Discharge, and upon Consideration, the Court finds that Said report is Correct, and that all the acts and proceedings of Said receiver have been regular and lawful. and that he has fully obeyed all the orders of the Court.

His proceedings and report are hereby approved and confirmed. and he is allowed as Compensation for his Services herein the Sum. One Hundred dollars ($100.00) and also a fee of Sixty dollars ($60.00) for Services of his Attorny. which Shall be paid to him out of the Money in his hands.

"And having paid over all money coming into his hands. he is now discharged from his Said receivorship and his Bond is hereby Cancelled.

"It is further ordered that Said Joseph M. Dawson as Said Receiver. turn the Balance in his hands over to the Clerk of this Court. who Shall pay Same to the Several Partners according to their Several interests

"The Said receiver upon the payment of Said Balance to Said Clerk Shall be discharged from further responsibility in this Case.

Approved Dec. Judge

Attest J. M. Gaswell Clerk

"Pleas Continued and held at the Court House in Marysville. within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable. Duncan Dec. Judge of Said Court of the Term of September. to wit: on the the 1st day of December in the year of our Lord. One Thousand Eight Hundred and Ninety Nine

"Be it remembered that heretofore. To-wit on the 7th day of September A.D. 1899. Carrie Burgner filed in the Clerks. office of the Said Court of Common Pleas the following Petition against Emery Burgner. To-wit=

Carrie Burgner. Plaintiff
vs
Emery Burgner. Defendant

Court of Common Pleas. Union County. Ohio.

Petition

The Plaintiff alleges 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 County of Union.

"That on the 22nd day of February. 1892. She was married to the defendant. at the town of West Mansfield. Logan County. Ohio. and at all times Since Said date has resided in Said County of Union.

"That Ever Since Said Marriage She has Conducted herself toward the defendant as a faithful and obedient wife

"The Plaintiff for her first cause of action alleges that the defendant over three years ago willfully deserted her. and for more than three years last past has been willfully absent from her. without a reasonable or just cause. Said desertion occured in Said County of Union. and while both plaintiff and defendant were residing therein

"For a Second cause of action:= the Plaintiff alleges that while they

were both residing in said County of Union. defendant became. and ever since has been guilty of gross neglect of duty toward her. in that he has not for over three years last past furnished her with any means of subsistance. or a home in which to live. though physical strong. and able to provide for her.

"For a third cause of action the Plaintiff alleges. that the defendant. wholly regardless of his obligations as a husband Soon after said Marriage. and while Plaintiff and defendant were residents of said County of Union. Commenced the excessive use of intoxicating liquors. and has for three years last past been an habitual drunkard.

"the Plaintiff therefore prays that She may be divorced from said defendant. that She may be restored to her Maiden name of Taylor. and that She may have Such other relief as Equity may require

Carrie Burgner
By Jas E. Robinson her Attorney

7713

To the Clerk of the Court:

Issue Summons. Together with a Copy of the Petition in the above Case and. Deposit Same in Post Office. Together with a Copy of the Newspaper Containing the advertisment and publication in this Case. direct to Emery Burgner Allantic. Iowa

Jas E. Robinson Atty for Pltff

The State of Ohio
Union County ss

James E Robinson being duly Sworn. Says that he is the attorney for the Pltff in the above entitled action. that Said action is one for divorce. that the defendant Emery Burgner is a non resident of the State of Ohio and that Service can not be Made on him within the State of Ohio. that the defendant is a resident of the State of Iowa. and his present address is Atlantic Iowa

Jas E. Robinson.

Sworn to and Subscribed before me this 7th day of Sept. 1899.
R G Cook
Notary Public

Seal

On December 1st 1899. The following Legal Notice. and its proof of Publication was filed in the office of the Clerk of this Court To-wit;

Legal Notice

"Emery. Burgner of Atlantic. Iowa. is Notified that Carrie Burgner did on the 7th day of Sept. 1899. file her Petition in the office of the Clerk of the Court of Common Pleas. Within and for the County of Union. and State of Ohio. Charging the Said Emery Burgner with wilful absence. gross neglect of duty. and habitual drunkenness all for three years last past. and asking that She May be divorced from the said Emery. Burgner. which Petition will Stand for hearing on and after Oct. 12th 1899.
Dated this 7th day of Sept 1899. 5.W.

Carrie Burgner
By Jas E. Robinson her Attorney

Proff of Publication

State of Ohio Union County ss.

J. Geo W. Warden publisher of the Richwood

Gazette, being duly Sworn, Says that the Notice hereto attached, was published in the Gazette on the 7th day of Sept, 1899, and Continued therein 5 Consecutive Times, during all of which time Said Newspaper was printed and in general Circulation in Said County. Geo. W. Worden.

Sworn to and Subscribed befor me this 30th day of Nov, 1899.

Printers fee 87cts Paid (Seal) F. E. Barnes Notary Public

Dec 1st 1899. The following Entry was filed in the Clerks Office To-wit.

7713 | Carrie Burgner vs Emery Burgner | In the Court of Common Pleas, Union County, Ohio. Divorce

"And now comes the Said Plaintiff by Jas. E. Robinson Attorney, and the defendant (having been Legally Summoned by Publication) the Court find that the allegations therein are confessed by him to be true.

"The Court also finds that the Plaintiff, at the time of filing her Petition had been a resident of the State of Ohio for one year next preceeding the Same and was at that time a bona-fide resident of this County of Union, and that the offences for which this divorce is granted were committed within the Said 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 Desertion and Gross Neglect of duty toward the Plaintiff for more than three years prior to the filing of her Petition and by reason thereof She is Entitled to a divorce as praied for.

"It is therefore ordered and adjudged by the Court, that the Marriage Contract heretofore existing between the Said Carrie Burgner, and Emery Burgner be, and the Same is hereby dessolved, and both parties are released from the obligations of the Same, and the Said Plaintiff is restored to her Maiden Name of Carrie Taylor, and it is Ordered that the Said Plaintiff pay the Costs of this prosecution

Attest J McGonnell Clerk

"Pleas Continued and held at the Court House in Marysville. Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow, Judge of Said Court, of the Term of January, to-wit: on the 2nd day of January, in the year of Our Lord, One Thousand Nine Hundred,

"Be it remembered that heretofore to-wit: on the 31st day of July, A.D. 1899. Rebecca J. Koffroth, filed in the Clerks office of the Said Court of Common Pleas the following Petition against John T. Koffroth, to-wit:

No 7692
Petition

Rebecca J. Koffroth
Plaintiff
vs.
John T. Koffroth
Defendant.

Court of Common Pleas, Union County, Ohio.

Petition

"Plaintiff 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, = Plaintiff Says She was Married to the defendant, July 3rd 1870. whom She prays May be made a party hereto.

"That She has always been a faithfull and frugal and Obedient wife to the defendant, yet the defendant for More than three years before their Seperation was an habitual drunkard.

"That on the 6th of July, 1896. and for a long time prior thereto the defendant had been guilty of gross neglect of duty, and abuse, and upon that date the defendant abandoned the Plaintiff, and has been wilfully absent from her Ever Since Wilfully neglecting his duties as a husband wholly failing in any way to care for or provide for the Plaintiff a home or means of Support.

"Plaintiff therefore prays that upon the final hearing of this case She may be given a Complete divorce from the defendant, Each party released from the Obligations thereof, and for all proper relief in the premises.

J. M. Kennedy, Atty. for Plff.

To the Clerk=

"Issue a Summons and Copy of Petition directed to the Sheriff of Union Co for John T. Koffroth, returnable according to law, indorsed Divorce prayed for.

J. M. Kennedy Atty for Plaintiff.

No 7692
Summons

On July 31st 1899. The following Summons was issued by the Clerk of this Court, and delivered to the Sheriff of Union County, Ohio, to-wit,

No 7692
Summons

The State of Ohio } ss
Union County }

Summons in Divorce

"To the Sheriff of Union County,

You are Commanded to Notify John T. Koffroth that Rebecca J. Koffroth 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 drunkness and gross Neglect of duty, and asking that She be divorced from him, and for other proper relief. Said Petition will Stand for hearing during the term of Said Court Next ensuing, and Six Weeks from and after the Service of this writ,

"You will make due return of this Summons on the 14th day of August A.D. 1899.

No 7692
Sheriffs
Return

No 7692
Sheriffs
Return

"Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 31st day of July. A.D. 1899.

(Seal)

J. M Gosnell Clerk.

---

On August. 12th 1899 the following return was made on the above Summons by the Sheriff of Union County Ohio. To-wit

No 7692 Sheriffs Return

The State of Ohio } ss
Union County }

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Return | | 25 |
| Mileage | | 64 |
| Copy | | 15 |
| Total | $ 1 | 04 |

"Received this writ Aug 1st A.D. 1899. at 8. o'clock A.M. after diligent search the defendant John T. Koffroth was not to be found in My Bailwick

J. E Robinson Sheriff.

---

No 7692 Summons

Afterward on the 15th day of September. 1899. the Clerk of this Court issued a Summons to the Sheriff of Marion County, Ohio, To-wit:

The State of Ohio } ss
Union County }

Summons in Divorce.

To the Sheriff of Marion County, Ohio.

"You are Commanded to Notify John T. Koffroth that Rebecca J. Koffroth 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 gross Neglect of duty, and asking that She be divorced from him, and for other proper relief. Said Petition will Stand for hearing during the term of Said Court Next ensuing, and Six Weeks from and after the Service of this writ.

"You will Make due return of this Summons on the 25th day of Sept. A.D. 1899.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 15th day of Sept. A.D. 1899

(Seal)

J. M Gosnell Clerk

---

On September 23rd 1899. the above Summons was returned by the Sheriff of Marion County, Ohio endorsed as follows To-wit.

No 7692 Sheriffs Return

The State of Ohio } ss
Marion County }

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 37 |
| Mileage | 2 | 24 |
| Copy | | 18 |
| Total | $ 2 | 79 |

"Received this writ Sept. 16th A.D. 1899 at 8. O'clock A.M. and Served Same by delivering on Sept 21st a true Copy of this writ, together with a certified Copy of Petition to the within Named John T Koffroth personally

John B Stenfield Sheriff
By H E Corbin Deputy

January 2nd 1900. The foregoing Entry was filed with the Clerk of this Court D-wit:

Entry

No 7692 Entry

Rebecca J Koffroth
VS
John F Koffroth

"This day this Cause Came on for hearing upon the Petition of the Plaintiff, the defendant being in default for answer, and the Court being fully advised in the premises does find for the Plaintiff

1st That the parties were Married as Stated in the Petition

2nd That the defendant was legaly Notified of the pendancy of this Case.

3rd That the defendant has been guilty of habitual drunkeness for More than three years next preceding this action

4th That defendant had been guilty of gross Neglect of duty and Wilfull absence for more than three years next before the bringing of this action:= It is therefore Considered, Ordered and adjudged by the Court that the Plaintiff have a Complete divorce from the defendant and that Each be released from the obligations thereof, and that the Plaintiff recover her Costs herein Taxed at $

Attest. J. M Gosnell Clerk

---

"Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doo Judge of Said Court, of the Term of January, D-wit: on the 15th day of January in the year of Our Lord, One Thousand Nine Hundred

"Be it remembered that heretofore D-wit: on the 20th day of September A.D. 1899, The Union Banking Company, filed in the Clerks office of the Said Court of Common Pleas, the following Petition against Wilbert Temple et. al. Exhibit "A"

No 7716 Petition

The Union Banking Company,
Plaintiff
VS
Wilbert Temple, Ella Temple, Clara Temple and Avery Temple,
Defendants

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

Petition

"Now Comes the Plaintiff, and for his cause of action Says:= That the plaintiffs, are a Corporation duly incorporated under the laws of Ohio, to carry on a general banking business in the Village of Marysville, Ohio,

"That upon the 17th day of September, 1897, the defendant Wilbert Temple and Sheridan Temple, and Aurilda Temple, Executed and delivered to the plaintiffs their certain promissory Note for the Sum of $150. a Copy of which is hereto attached, and Marked "Exhibit "A"

"The Said Wilbert Temple, Sheridan Temple and Aurilda Temple and Clara Wife of Wilbert Temple, and Ella Temple, Wife of Sheridan Temple, on Said 17th day of September, 1897, Executed and delivered to the plaintiff a Mortgage Deed, to Secure the payment of the Said Note, and thereby Conveyed,

to the plaintiffs the following property, To-wit:= Situate in the County of Union, in the State of Ohio, and in the Township of Jackson, in Survey No 9720, and bounded and described as follows:= Beginning at a Stone at the S.E. Corner of Joseph Camerons Orchard; Thence South 1. W. Crossing the creek and road below the Mill, 55 Poles to a Stone; Thence N. 89. West. 29. poles to a Stone; Thence N. 1. E. 55. poles to a Stone in the creek; Thence S. 89. E. 29. poles to the place of beginning, Containing Ten acres More or Less; Said above lot of land being less one acre Sold to Newton Faulk. Leaving herein 9. acres.

"Said Mortgage deed Contained the following Conditions, To-wit;

"Provided always, and these presents are upon this Condition, that if the Said Arwilda Temple, Sheridan Temple and Wilbert Temple Shall pay, or Cause to be paid Unto the Said The Union Banking Company, its Successors and assigns their promissory Negotiable Note with power of attorney attached, of Even date herewith, Calling for the Sum of $155 One Hundred and Fifty Five Dollars due and payable Twelve Months after date with interest at 8. per Cent after due, then these presents Shall be Void, Otherwise to be and remain in full force and Virtue in law forever.

Said Mortgage was duly recorded in the office of the Recorder of Union County, Ohio, upon the 23rd day of September, 1897, in Vol 34, on Page 522, of the Union County Records of Deeds.

"At the time of the giving of the Said Mortgage the Said Arwilda Temple was the owner of an inchoate right of dower in the Said real Estate, but Since the giving of the Same She has died, thereby terminating Said dower Estate

"Since giving of Said Mortgage to-wit, on the day of Sheridan Temple has died intestate, leaving Ella Temple his Widow, and Avery Temple his Son his only heir at law and legal representative, and No Administrator has been appointed for his Estate

Copy of Note

Exhibit "A"

$155. Marysville O. Sept. 17th 1897.

"Twelve Months after date for Value received we or either of us promise to pay to The Union Banking Company, or order, at the Banking House of Said Company, at Marysville, Ohio, One Hundred and Fifty Five Dollars, with interest at 8 per cent after Maturity.

"And we hereby authorize any attorney at law to appear for us or either of us in an action on the above note at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing of Service of process against us or either of us and confess Judgment in favor of the Said The Union Banking Company, against us or Either of us for the amount that may be due thereon, with Costs of Suit and to Waive and release all Errors in said proceedings, petitions in Error, and the right of Appeal from the Judgment rendered.

Witness our hands and Seals this day of A.D. 189

Wilbert Temple (Seal)
Sheridan Temple (Seal)
Arwilda Temple (Seal)

No. 10567, Due Sept 17th/98

"The amount of Money due on Said Note and Secured by Said Mortgage has not been paid as required by the Conditions of the Said Mortgage, and Said Mortgage has now become absolute, and there is due upon Said indebtedness the Sum of $155 with interest at 8 per cent from the 17th day of September, 1899,

"Wherefore the Plaintiff prays that the amount due upon said Note May be ascertained, and that and that the said Mortgage May be foreclosed and said real Estate Sold. and the proceeds thereof be applied on the payment of the debt of the Plaintiff. and for Such other and further relief as in Equity May be proper.

Cameron & Cameron. Attorneys for Plaintiff

State of Ohio, Union County; ss:

Charles Davids. being by me first duly Sworn. Says he is the agent and Cashier of the said Union Banking Company. and that the facts Stated and allegations made in this foregoing Petition are true as he verily believes. that the plaintiff is a Corporation.

Charles Davids

"Sworn to before me and Signed in my presence this 20th day of September A.D. 1899.

Robt. McCreary
Notary Public.

(Seal)

No 7716 Sheriffs Return.

---

On September 20th 1899. The following Precipe was filed with the Clerk of this Court. To-wit.

No 7716 Precipe for Summons.

The Union Banking Company Plaintiff

vs

Wilbert Temple. Ella Temple Clara Temple and Avery Temple Defendants

Court of Common Pleas
Union County. Ohio.

To the Clerk:

"Issue Summons for the defendants directed to the Sheriff of Union County. Ohio Returnable according to law

"Avery Temple is a Minor under 14 years of age.

Cameron & Cameron. Attorneys for. Plaintiff

No 7716 Entry

---

September 20th 1899. the following Summons was issued by the Clerk of this Court directed to the Sheriff of Union County. Ohio.

No 7716 Answer of Guardian Ad Litem

No 7716 Summons

The State of Ohio
Union County } ss

Summons
To the Sheriff of Said county.

You are hereby Commanded to Notify. Wilbert Temple. Ella Temple. Clara Temple. and Avery Temple. (a minor under 14 years of age. that they have been Sued by The Union Banking Company in the Court of Common Pleas of Union County. and Must answer by the 21st day of October A.D. 1899. 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 2nd day of October A.D. 1899.

Witness My hand and the Seal of Said Court this 20th day of Sept. A.D. 1899.

J. McConnell Clerk
By Jas A Connell Deputy.

No 7716 Entry

---

"On the 25th day of September. 1899. the Sheriff made the following return on the above Summons. To-wit:

fore said Mate
May be foreclosed
d on the payment
ciff &c in Equity

Plaintiff

Sworn Says
Avery, and that
are true as he

Davids
of September
ary
Public.

the Clerk of this

County. Ohio.

the Defendants
County. Ohio

Plaintiff

by the Clerk

alify. Wilbert
ers under 14 years
Avery in the
by the 21st
be taken as true

October A.D. 1899.
said Court this

Clerk
el Deputy.

the following

No 7716
Sheriffs Return

The State of Ohio
Union County } ss

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | 1 | 10 |
| Mileage | 4 | 16 |
| Copies. | | 75 |
| | $6 | 01 |

## Sheriffs Return.

"Received this writ Sept 21st A.D. 1899. at 8. O'Clock A. M. and Served Same by delivering a true and certified Copy of this writ with all of the endorsements thereon to Avery Temple a Minor Under 14 years of age, Personally. the Said Avery Temple having no Guardian, or Father, a Copy was left at the Usual place of Residence of Ella Temple his Mother Under Whose Care and guidance he Here is.

"To Wilbert Temple, Ella Temple, and Clara Temple by leaving Copies at their Usual place of residence, on Sept: 23rd 1899.

J. Ed Robinson Sheriff
By. Allen Haines. Deputy.

"On December 1st 1899. The following Entry was filed To-wit

No 7716
Entry

The Union Banking Company
vs
Wilbert Temple and Others

"It appearing that the Defendant Avery Temple is a Minor Under the age of Fourteen years, and has been duly and legally Served with Summons herein. On Motion of the plaintiff, Robert McAvoy, is hereby appointed guardian for the Suit for said Minor, and appears and accepts Such appointment.

"On December 1st 1899 The following answer of the Guardian, ad Leitem for Avery Temple was filed with the Clerk of this Court to-wit:

No 7716
answer of
Guardian
ad Leitem

The Union Banking Company
Plaintiff
vs
Wilbert Temple and others
Defendants

In the Court of Common Pleas
Within and for Union County, Ohio.
"Answer of Guardian, ad Leitem for
Avery Temple.

"Avery Temple Minor defendant, by Robert McAvoy his guardian ad Leitem, for answer to the petition, denies all the allegations therein contained, and Says that he is a Minor of Tender years, and asks the Court, to protect his rights, and to grant him Such relief as is proper.

Robert McAvoy.

"On December 1st 1899. The following Entry was made and filed with the Clerk of this Court, To-wit:

No 7716
Entry

The Union Banking Company
Plaintiff
vs
Wilbert Temple et al. Defendants

"This Cause came on to be heard on the pleadings filed, and the evidence. The defendants Wilbert Temple, Ella Temple and Clara Temple being in default for answer or demurer although duly Served with process.

"On Consideration, Whereof the Court finds that upon the 17th day of September 1897, the defendant, Wilbert Temple and his Brother Sheridan Temple, and his Mother Amelda Temple Executed and delivered to the plaintiff the Promissory Note in the Petition Set forth, a true Copy of which is to the Petition

attached and thereby promise to pay to the plaintiff the Sum of One hundred and fifty five dollars, in Twelve Months Thereafter with 8% after Maturity.

"The Court find that the interest on Said Note has been paid to the 17th day of September 1899. but that No part of the principal of Said Note has been paid and No part of the interest Since the 17th day of September 1899. and that there is now justly due plaintiff upon Said Note the Sum of $155.00 with 8% interest from September 17th 1899. Making the amount now due and owing the plaintiff upon Said Note the Sum. principal and interest to this date of $157.27

"The Court further finds that on the Said 17th day of September 1899. Said Wilbert Temple. Sheridan Temple and Arvilda Temple. Executed and delivered to the plaintiff the Mortgage deed in the Petition set forth and upon the lands therein described. and that the defendant Clara Temple. Wife of Said Wilbert Temple. and the defendant Ella Temple wife of Said Sheridan Temple joined in the Execution of Said Mortgage deed and Each of them released their dower in Said premises.

"The Court further finds that at the date of the Execution of Said Mortgage deed the Said Arvilda Temple had an inchate dower interest in Said lands. but that She has since died and her estate has terminated and that She left No estate. and No Adinistrator has been appointed for her.

"The Court further finds that Since the Execution of Said Note and Mortgage the Said Sheridan Temple has died intestate. and that no Administrator has been appointed for his Estate

"The Court further finds that Said Sheridan Temple left the defendant Ella Temple his Widow. and the defendant Avery Temple his only heir. and legal representative to whome the interest of Said Sheridan Temple to Said lands descended. Subject however to the lien thereon created by Said Mortgage.

"The Court finds that the Said Mortgage Contained the Conditions Set forth in the Petition. and that it was recorded as in the Petition Set forth. and that it is the first lien on the premises in the Petition described.

"The Court finds that all the allegations of the Petition are true. and that by reason of the reason of the Non payment of Said Note the Said Mortgage has become absolute. and the Plaintiff is entitled to an Order of foreclosure thereof.

"It is therefore Considered. Ordered. and decreed by the Court that unless the Costs of this Suit. and the amount found due the Plaintiff. with interest Shall be paid within three days from the date of this decree. the Defendants Equity of redemption Shall be foreclosed on an order Shall be issued to the Sheriff of Said County. directing him to appraise. advertise and Sell Said Premises according to law free of the dower of Said Ella and Clara Temple. and of his proceedings he Make due return.

No 7716
Order of Sale

On December 6th 1899. The following Precipe was filed with the Clerk of this Court for an order of Sale in the above Cause. To-wit:

No 7716
Precipe for Order of Sale

Union Banking Company Plff
vs
Wilbert Temple et. al. Defts

Court of Common Pleas. Union County. Ohio
Marysville. Ohio. 6th. 1899

Issue Order of Sale in the above case. returnable according to law

Commeren & Commeren Attorneys for Plaintiff

No 7716.
Sheriff's return on Order of Sale

"On December 7th 1899. the following Order of Sale was issued by the Clerk of this Court. To-wit:

No 7716
Order of Sale

The State of Ohio
Union County ss

Order of Sale.

To the Sheriff of said County – Greeting:

"Whereas, at a Court of Common Pleas holden at the Court House in Marysville in said County of Union on the 1st day of December 1899. The Union Banking Company obtained a judgment and Decree against Wilbert Temple et al for the Sum of One Hundred and Fifty Seven and 57/100 Dollars and Twenty and 17/100 Dollars cost of Suit.

"And Whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Wilbert Temple et al within three days from the 1st day of December, AD. 1899. pay unto the said The Union Banking Company The said Sum of One Hundred and Fifty Seven and 57/100 Dollars with interest from the 1st day of December, 1899, and Costs aforesaid; and on default to pay the Same, That an order of Sale issue to the Sheriff of said County, Commanding him to proceed, according to the Statute regulating Judgments and Executions at law, to Sell the real Estate described in the Plaintiffs Petition &c.

"And Whereas the Three days aforesaid have fully expired, and the said Sum of, One Hundred and Fifty Seven and 57/100 Dollars, and Costs aforesaid, have not been paid or any part thereof, as appears to us of record.

"We therefore Command you that you proceed, without delay, to appraise, advertise and Sell, according to the Statute regulating Judgments and Executions at law, the following lands and Tenements, Situate in Union County, Ohio, To-wit:

"And in the Township of Jackson, in Survey No. 9920, and bounded and described as follows; Beginning at a Stone at the S.E. Corner of Joseph Cannons Orchard; Thence South, 1. W. Crossing the Creek and road below the Mill, 55. poles to a Stone; Thence N. 89. West 29. poles to a Stone; Thence N. 1. E. 55. to a Stone in the Creek; Thence S. 89. E. 89 poles to the place of beginning, Containing Ten acres more or less; Said above described lot of land being less one acre Sold to Newton Faulk, leaving herein, 9. acres.

"We therefore Command you, That you proceed to Carry Said order, Judgment and decree into Execution agreeably to the Tenor thereof, and that you appraise to Sale the above described Real Estate, under the Statute regulating Sales on Execution, and that you apply the proceeds of Such Sale in Satisfaction of Said Judgment and decree, with Costs and interest, as Specified therein; and that you Make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof, and bring this Order with you.

Witness my signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 7th day of December, A.D. 1899.

(Seal)

J. M Gamble Clerk

"On January 18th 1900. the following return was made by the Sheriff on the above Order of Sale. To-wit:

Sheriffs Return

No 7716.
Sheriffs return on Order of Sale

The State of Ohio
Union County ss

"In obedience to the Command of the Order of Sale hereto annexed, I did on the 8th day of December, 1899. Summons George W. Alexander & C. Chapman and Harvey Blue 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

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum. Appraisers. | 1 | 00 |

| | | |
|---|---|---|
| Swearing Appraisors | | 25 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | 2 | 20 |
| Bondage | 2 | 15 |
| Return | | 25 |
| Ribbons | | 50 |
| Total | 4 | 85 |
| Appraisors Fees | 3 | 00 |
| Sheriffs Fees | 14 | 25 |

on the 8th day of December A.D. 1899. Said Appraisors returned to me, Under their hands and Seals that they did, upon actual View of the premises, Estimate and appraise the real Value in Money of the Same at One Hundred & Eighty Dollars; A Certified Copy of Said Appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County, And on the 18th day of Dcember 1899, 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 15th day of January, A.D. 1900, 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 15th day of January, A.D. 1900, at the time and place above Mentioned proceed to offer Said Lands and Tenements at public Sale, and then and there came Wilbert and Clara E Temple who bid for the Same the Sum of Two Hundred and Fifteen 00/100 Dollars and Said Sum being More than two thirds of the appraised value thereof. and Said Wilbert and Clara E Temple being the highest and best bidders therefor I then and there publicly Sold and Struck off Said Lands and Tenements to him for Said Sum of Two Hundred and Fifteen and 00/100 Dollars

J. Ed. Robinson Sheriff.

No 7716 Entry

On January 18th 1900 the following Notice of Sheriffs Sale and its Proof of Publication was filed with the Clerk of this Court, To-wit:

No 7716 Sheriffs Sale and its Proof

Sheriffs Sale.

The Union Banking Co vs Wilbert Temple et al | Cameron & Cameron Attorneys

On Order of Sale.

Court of Common Pleas. Union County, Ohio.

"By virtue of the above Stated writ to Me directed from the Court of Common Pleas of Union County, Ohio, I will offer for Sale at the North door of the Court House in Marysville Ohio, on Saturday, January 15, 1900 at or about the hour of one o'clock P.M. on Said day the following described real estate To-wit,

"Situated in the Township of Jackson County of Union and State of Ohio, and bounded and described as follows, to-wit: Survey No 9920, and bounded and described as follows

"Beginning at a Stone at the Southeast Corner of Joseph Cameruns Orchard; Thence South 1° West, Crossing the Creek and road below the Mill 55 poles to a Stone; Thence North 89° West 29 poles to a Stone; Thence North 1° East 55 poles to a Stone in the Creek; Thence South 89° East 29 poles to the place of beginning, Containing Ten acres More or less Said above described lot of land being less one acre Sold to Newton Faulk leaving herein 9 acres.

Appraised at $20.00 per acre
Terms of Sale Cash

J. Ed Robinson Sheriff of Union County Ohio

December 18th 5 w

No 7708 Petition

The State of Ohio, Union County } ss

"We 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 December 18th 1899. John H Shaw.

"Sworn to and Subscribed before me this 18th day of January 1900

Printers fee $14.25

J. M. Gosnell Clerk

On January 15th 1900. The following Entry of Confirmation was filed with the Clerk of this Court. To-wit:

No 7716 Entry

The Union Banking Company Plaintiff

vs

Wilbert Temple. Et. al. = Defendants

Confirmation of Sale.

"The Sheriff having Sold the property described in the Order of Sale issued therein in this case the Court being Satisfied of the Legality of Such Sale. Approves and Confirms the Same. and directs said Sheriff to Execute and deliver to the purchaser a good and Sufficient deed thereof.

Coming now to the Matter of distribution of the proceeds of Said Sale it is Ordered that the Sheriff pay

1st To the Treasurer of Said County of Union the Taxes that are a Lien on Said premises. $5.03

2nd To the Clerk of this Court the Costs of this proceeding amounting to. $46.27

3rd To The Plaintiff the Amount of its Claim and interest being the Sum of $.

Attest J. N. Gosnell Clerk.

---

"Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dao. Judge of Said Court of the Term of January. To-wit: on the 15th day of January in the year of our Lord One Thousand Nine Hundred.

"Be it remembered that heretofore to-wit: on the 19th day of August A.D. 1899. The Union Banking Company filed in the Clerks Office of the Said Court of Common Pleas. the following Petition against Daniel W. Strock et. al. To-wit.

No 7708 Petition

The Union Banking Company of Marysville, Ohio = Plaintiff

vs

Daniel W. Strock and Ada Strock husband and wife. Virginia M. Knight. David Davis and Lake E. Jones. Defendants.

"Petition on Note and Mortgage. for Foreclosure and to Marshal. Liens.

Common Pleas Court, Union County, Ohio.

Petition

1st For a first cause of action against Said Defendants, Daniel W. Strock and Ada Strock husband and wife. The Plaintiff The Union Banking Company says that there is due to it The Union Banking Company from Said Daniel W. Strock defendant on the promissory Note of Said Daniel W. Strock the Sum of. One Thousand and two and 70/100 Dollars. with interest from the 18th day of July A.D. 1898. at the rate of 6. per cent. per annum. of which promissory Note the following is a Copy. with all the Credits and indorsements thereon. To-wit:

Shaw O. July 7th 1898.

$1300.

"One year after date. I promise to pay to the order of Lake E. Jones. Thirteen Hundred dollars. with interest as Six per cent per annum. at this Note is secured by Mortgage on. real Estate = Maysville. Value received

(Signed) Dan W. Strock

(Has 13. Rec 2¢ Stamps) "Paid on the within Note Three Hundred dollars. July 18th 1898.
Lake F. Jones

"I. assign the within note to the Union Banking Company, of Marysville. O
Lake F. Jones.

"And for a further cause of action, the Plaintiff says that to Secure the payment of the above described promissory note dated on the 7th day of July A.D. 1898 and made by the said Daniel W. Strock payable to the order of said Lake F. Jones and by him assigned and transfered to the Plaintiff, The Union Banking Company.

"And to Secure the payment of said promissory note hereinbefore Mentioned according to the tenor and Effect thereof The said Daniel W. Strock, together with his Wife, the defendant Ada Strock duly Executed and acknowledged and delivered to the said Lake F. Jones, who assigned the same to the Plaintiff the said, The Union Banking Company, the said Ada Strock joining with her said husband in the granting part, the signing, and acknowledgment thereof This Certain Mortgage deed, bearing date on the 7th day of July A.D. 1898, and thereby conveyed to the Plaintiff in fee-Simple, freed from all rights including that of dower of said Ada Strock, in and to the same, the following described lands Tenements and hereditaments. Situate in said County, of Union, and State of Ohio, and in the Town of Marysville, in the Township of Paris, in Survey No. 3354 = Situated on Maple Street, and lands Commonly known as, Partridge's, addition.

"Commencing at the South-East Corner Made by the intersection of Kenton Avenue and Maple Street; Thence Southerly along the East Margin of Kenton Avenue to an Alley about 166. feet; Thence Easterly along the North Margin of said Alley 132 feet; Thence Northerly to Maple Street about 166. feet; Thence, Westerly along the South Margin of Maple Street 132. feet, to the place of beginning, Same containing about One-half acre. More or less.

"Said Mortgage was delivered to the Recorder, in the Recorders office of said County, for record, according to law, on the 20th day of July, 1898, at 8.40. O'Clock A.M. and was duly recorded in Book 39, Page 388 & 9,

"That said Mortgage deed has a Condition thereunder written that, in Case the said Daniel W. Strock Should pay, or Cause to be paid said promissory Note when it became due, then said deed Should be Void, otherwise to be and remain in full force.

"That said Daniel W. Strock has wholly failed to pay said promissory Note in full, though the same is past due, Wherefore said Mortgage deed has become absolute.

"And the Plaintiff further says that said Defendant H.P. Mc Knight, Virginia Mc Knight and David Davis, Claim to have some lien upon, or interest in said above described premises, as does the said Defendant.

"Wherefore the Plaintiff ask for Judgment against said Defendant, Daniel W. Strock for the Sum of One Hundred and two & 40/100 Dollars, with interest on $102 40/100 from July 18th 1898, at 6% per annum, and for Judgment against said Lake F. Jones, as indorser of said Note

"Also that said H.P. Mc Knight, Virginia Mc Night, Lake F. Jones, David Davis be required to set up the nature, amounts etc respectively of their said asserted liens and Claims in and upon said premises, or be forever barred from any rights therein, that said premises be Sold, as upon Execution to Satisfy Plaintiffs said Mortgage indebtedness from said Daniel W. Strock, and the Judgment by Plaintiff so to be obtained, that the.

No 7703 Praecipe for Summons

No 7703 Summons.

No. 7703 Sheriff return on Summons.

respective rights, liens, and claims, of the Plaintiffs, and of said several defendants be Marshaled and determined by the Court, for Costs and all proper relief

J. H. Kinkade, Attorney for Plaintiff.

The State of Ohio } ss
Union County }

Charles S. Davids Cashier for the Union Banking Co. the above named Plaintiff, being Sworn that he believes the facts Stated in the foregoing petition to be true.

C. S. Davids

Sworn to before me and Signed in my presence this 14th day of August, 1899.

Thomas Mulcahy
Notary Public.

---

On August 14th 1899. The following Precipe for Summons was filed with the Clerk of this Court. To-wit.

No 7703
Precipe for Summons

The Union Banking Co. Plff
vs
Daniel W. Strock et al. Defts

Precipe for Summons.
To the Clerk,

"Issue Summons in above case for said Defendants. To-wit: Daniel W. Strock and wife Ada Strock, directed to the Sheriff of Wayne County, Ohio, returnable according to law, and for said defendants H. P. McKnight Virginia McKnight (his wife) (Columbus) and David Davis (Harrisburg) directed to the Sheriff of Franklin Co. O. returnable according to law. Indorse both. Equitable relief. Foreclosure. Judgment asked for $1002 70/100. 6% interest from July 18th 1898. for which amount Plaintiff will take personal Judgment and for foreclosure if defendants fail to answer.

J. H. Kinkade Plff. Atty.

---

On September 29th 1899. The following Summons was issued to the Sheriff of Wayne County, Ohio To-wit:

No 7703
Summons.

The State of Ohio, } ss
Union County }

Summons

To the Sheriff of Wayne County.

You are hereby commanded to notify Daniel W. Strock and wife Ada Strock, that they have been sued by the Union Banking Company, in the Court of Common Pleas, of Union County and must answer by the 28th day of October A.D. 1899., or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 9th day of October A.D. 1899.

Witness my hand and the Seal of said Court this 29th day of September A.D. 1899.

J. N. Gasnell clerk

(Seal)

---

No. 7703
Sheriff return on Summons.

The State of Ohio } ss.
Wayne County }

Sheriff return

| | | |
|---|---|---|
| Sheriff. Fees | $ | 65 |
| Service & Return | | 65 |
| Additional Defts | | 52 |
| Mileage | 1 | 88 |
| Exhst | | 40 |
| Total | $3 | 17 |

"Received this writ Sept 30th A.D. 1899. at 8.30. O'clock A.M. and Served Same on the 30th day of Sept. A.D. 1899. by handing to the within named defendant David W. Strock and wife Ada Strock each a true Copy of this writ together with all Endorsements thereon. Dated this 30th day of September A.D. 1899.

J. S. M. Cox Sheriff
by A. A. Gerber Deputy

No 7703 Summons.

And on the 29th day of September 1899, The following Summons was issued by the Clerk of this Court to the Sheriff of Franklin County, Ohio to-wit:

The State of Ohio, Union County ss

Summons.

To the Sheriff of Franklin County:

You are hereby commanded to notify, H. P. Mc. Night and Virginia Mc. Night (his wife) (Columbus) and David Davis (Harrisburg), that they have been sued by the Union Banking Company, in the Court of Common Pleas of Union County, and must answer by the 28th day of October A.D. 1899, or the petition of the said Plaintiff will be taken as true, and judgment rendered accordingly

"You will Make due return of this Summons on the 9th day of October A.D. 1899.

Witness My hand, and the Seal of said Court this 29th day of September A.D. 1899.

(Seal)

J. M. Gosnell Clerk

No 7703 Summons.

And on October the 9th A.D. 1899. The Sheriff of Franklin County, Ohio made the following return on the above Summons to-wit:

No 7703 Sheriff Return on Summons.

The State of Ohio, Franklin County ss

Sheriffs Return.

| Sheriff Fee. | $ | cts |
|---|---|---|
| Service & Return 2 Pers. | | 65 |
| Docket | | 20 |
| Mileage | 3 | 20 |
| Copy | | 60 |
| Total | $ 4 | 65 |

"Received this writ Sept 30th A.D. 1899. at 8. O'Clock A.M. and on Oct 7th 1899. I. Served Same by personally handing a true and duly Certified Copy of this writ with all the indorsement thereon to the within named defendant Virginia Mc. Knight. I also on the Same day left a true and duly Certified Copy of this writ with all the indorsements thereon at the usual place of residence of the within named defendant H. P. Mc. Night. = And after due and diligent Search I. Was Unable to find the within named defendant. David Davis within My. Bailiwick

Wheeler J. Young. Sheriff.

By. F. J. Keisett Deputy.

No 7703 Sheriff Return on Summons.

On September 29th. A.D. 1899 the following Waiver of Summons was filed with the Clerk of this Court to-wit:

No 7703 Waiver

The Union Banking Company, Plaintiff

vs

Daniel W. Strock et al, Defendants.

State of Ohio. Union County ss:

Court of Common Pleas.

Waiver of Summons

"We the defendants in the above entitled Case hereby waive the issuing and Service of Summons and Enter our appearance, and consent that said petition may be heard at Such time as May be by the Court Ordered.

Lake. H. James.

No 7703 Answer of H. P. & Virginia Mc. Knight

On October 10th A.D. 1899. The following precipe was filed in this Office of the Clerk of this Court. To-wit:

No 7703 Precipe for Summons.

Court of Common Pleas. Union Co. O.

The Union Banking Company. vs Daniel W. Strock et al.

To the Clerk:

Issue Summons in above entitled Case

for defendant. David Davis. Directed to the Sheriff of Pickaway County, O, returnable according to law. Indorse Equitable relief. Foreclosure of Mortgage, and Judgment asked for $ 1002.40. 6% intrest from July. 18th 1898. for which amount Plaintiff will ask Judgment and for foreclosure, and that lien of said Davis be passed forever. and other liens found after Sale.

J. H. Kinkade Plaintiffs Attorney.

"And on the 11th day of October A.D. 1899. The following Summons. was issued by the Clerk of this Court directed to the Sheriff of Pickaway County, Ohio, to-wit:

No 7703
Summons.

The State of Ohio
Union County ss

Summons

To the Sheriff of Pickaway County:

You are hereby commanded to Notify David Davis that he has been Sued by The Union Banking Co. in the Court of Common Pleas of Union County, and Must answer by the 11th day of November A.D. 1899. or the Petition of the said Plaintiff will be taken as true, and judgment rendered accordingly.

"You will Make due return of this Summons on the 25th day of October A.D. 1899.

Witness my hand and the Seal of said Court this 11th day of Oct. A.D. 1899.

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

"And on the 17th day of October A.D. 1899. The Sheriff of Pickaway County, Ohio. Made the following return on the above Summons. To-wit:

No 7703
Sheriff return on Summons.

The State of Ohio
Pickaway County ss

Sheriff Return

Received this writ Oct. 12th A.D. 1899. at 10 O'clock A.M. and Served same. Oct. 13th 1899. by delivering a true and duly certified Copy thereof. with all the endorsements thereon to the within Named defendant. David Davis personally.

John Kenny Sheriff.

| Sheriffs Fees. | $ | cts |
|---|---|---|
| Service & Return | | 25 |
| Mileage | 1 | 00 |
| Copy | | 25 |
| Total | $ 1 | 50 |

On October 28th A.D. 1899. The following answer of. H. P. Mc. to Virginia. Mc. Knight was filed with the Clerk of this Court. To-wit:

No 7703
answer of
H. P. & Virginia
Mc. Knight

Charles S. David. Plff.
vs
Lake F. Jones, D W. Slack
David Davis. H. P. Mc. Knight
Virginia Mc. Knight. Defts.

Court of Common Pleas. Union County. Ohio.
Answer of H. P. and Virginia Mc. Knight.

"H. P. Mc. Knight. and Virginia Mc. Knight. for answer to Plaintiffs Petition. for themselves and their assignee. alleges and says. That they deny each and every allegation contained in said Petition

State of Ohio. Franklin County ss:

H. P. Mc. Knight. being Sworn Says the allegations herein Contained are true as he believes.

H. P. Mc. Knight.

"Subscribed and Sworn to this 27th day of October. 1899.

(Seal)

J. W. Peavey
Notary Public.

No 7703
Answer and
Cross Petition

"On October 31st A.D. 1899. The following Answer and Cross Petition of David Davis was filed with the Clerk of this Court, To-wit:

Union Banking Company, Plaintiff
vs
Daniel W. Strock et al. Defendant

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

"Now comes the defendant David Davis, and having been made a party to the above entitled cause files this his answer and Cross-Petition herein, and Says.

"That on or about the 3rd day of January, 1899, one Hiram P. McKnight and Virginia McKnight, his wife executed and delivered to this answering defendant his heirs and assigns forever, their Mortgage deed, conveying the following described real Estate situated in the County of Union, in the State of Ohio, and in the Village of Marysville, and bounded and described as follows

"Commencing at the South-East corner of intersection made by Kenton Avenue and Maple Street; Thence South one hundred and Sixty-Six (166) feet; Thence East one hundred and Thirty-two feet (132); Thence North one hundred and Sixty-Six (166) feet; Thence West one hundred and Thirty-two (132) feet to the place of beginning, in Said Village County and State, and is, as this defendant believes the Same premises Mentioned in Plaintiffs Cause of action.

"The Conditions Contained in Said Mortgage deed were in Substance, that if the Said Hiram P. McKnight Should pay, or Cause to be paid, unto the Said David Davis, Five Hundred Dollars ($500.00) within two years from date hereof, With interest at the rate of Seven per Cent (7%) per annum, then these presents Shall be Void, Otherwise to be and to remain in full force and Virtue in Law forever.

"On the 5th day of January, 1899, at 9:35 O'Clock A.M. the Said Mortgage deed was delivered to the Recorder of Union County, Ohio, to be by him entered of record, and was duly recorded on the 17th day of January, 1899, in record of Mortgages, Volume 34, Page 622.

"This defendant further Says that his Said Claim on Said Mortgage is not yet due, but that No part thereof, Either principal or interest has been paid.

"This defendant therefore prays that in the event of the Sale of the premises herein described that all his right and interest arising from his yet Unpaid Mortgage May be fully protected by the Court and that Such amount as may be found as a Credit thereon may be paid, and Credited at the time of the distribution of the Sale of Said premises, and that he have Such other and further relief as he may in law or equity be entitled to.

N.W. Dick Atty. for David Davis,

No 7703
Entry

State of Ohio
Franklin County } ss

"David Davis, answering defendant above named being duly Sworn, Says, that the facts and allegations Contained in the foregoing answer and Cross-Petition are true as he believes.

David Davis.

"Sworn to before me and Subscribed in my presence this 31st day of October A.D. 1899.

C.B. Warner
Notary Public

Seal

" On the 1st day of December A.D. 1899. The following Entry was filed with the Clerk of this Court. to-wit.

No 7703 Entry

State of Ohio } ss
Union County }

Court of Common Pleas

Judgment and Order of Sale.

The Union Banking Company - Plaintiff
vs
Daniel W. Strock et. al. - Defendants

"This day this Cause came on to be heard by the Court upon the Petition of the Plaintiff. the answer and Cross-Petitions of the Defendants David Davis, Virginia Mc Knight and H. P. Mc Knight.

"The defendants Daniel W. Strock. Ada Strock and Lake F. Jones being in default for answer or demurrer to the Petition, and Cross-Petitions, and the Court having heard the proofs and Evidence addduced by the Plaintiff. and the argument of Counsel. and being fully advised in the premises doth find = 1st All and Singular the Statements Contained in said Petition to be true: = 2nd That there is now due to the Plaintiff from the said Defendant Daniel W. Strock upon the said promissory Note in the said first Cause of action set forth in Plaintiffs Petition. the Sum of $ 1085.10 and that except what may hereafter be found due to the State for Taxes etc. on said Mortgaged property. if any thing the priority of liens of the parties hereto upon said Mortgaged premises is as follows.

"That the Plaintiff herein has the first and best lien on said premises. that the rights and orders of the priority etc. of the other defendants in this Case is deferred to the future order of this Court.

"Wherefore it is adjudged by the Court. that the Plaintiff herein recover against the said Daniel W. Strock the said Sum of $ 1085.10 Together with 6 per Cent interest thereon from this date. and also the Costs herein taxed. at $ for which Execution is awarded.

"And it is further ordered by the Court. that unless the said defendant Daniel W. Strock. pay or cause to be paid the said above adjudged Sum of Money to the Plaintiff. within one day from the date of the Entry hereof. an order of Sale be issued to the Sheriff for the time being of said County Commanding him as such said Sheriff. to Cause said premises to be appraised. advertised. and Sold as upon Execution. and that he bring the proceeds of said Sale into Court to be distributed according to its further order.

"The Court also finds that said defendant Lake F. Jones is liable upon said Note to said Plaintiff as indorser thereof.

J. H. C.

---

And on the 1st day of December. A.D. 1899. The following Entry was filed with the Clerk of this Court. To-wit:

No 7703 Entry

The Union Banking Company
vs
Daniel W. Strock. et. al.

Court of Common Pleas. Union County. Ohio.

"The Court. further considering the evidence in said Case finds that the true discription of said property is as follows. To-wit:

"Situated. in the Township of Paris. and in the Town of Marysville. County. of Union. and State of Ohio. and bounded and described as follows: In Survey No. 3854.

"Situated on Maple Street. and Lands Commonly known as Partridges addition. Commencing. at the South-East corner. Made by the intersection of Maple Street (formerly Kenton Avenue). and Seventh Street. Thence Southerly along the East Margin of said

Maple Street to a alley, about 166. feet; Thence, easterly along the North Margin of said Alley 132. feet; Thence, Northerly, parallel, with said Maple Street about 166. feet to the South Margin of Seventh Street; Thence Westerly along the South Margin of said Seventh Street, 132. feet to the place of, beginning.

Said two discriptions being one and the same property, the Court therefore directs that said property be so appraised, advertised and sold under said two descriptions.

J. H. K

---

On December, 4th. A.D. 1899. The following Precipe for Order of Sale was filed with the Clerk of this Court: To-wit:

No 7703
Precipe for Order of Sale.

The Union Banking Co. Plff
vs
Daniel W. Stock, et al. Defts

Court of Common Pleas Union County, Ohio.
Marysville 12/4. 1899.
To the Clerk of Said Court:

Issue Order of Sale &c. in the above case to Sheriff of Union Co. O. returnable according to law.

J. H. Kinkade Attorney for Plaintiff.

---

"And on the 4th day of December. A.D. 1899. the following Order of Sale was issued and directed to the Sheriff of Union County, Ohio. To-wit.

The State of Ohio
Union County ss

Order of Sale
To the Sheriff of said County: - Greeting:

No. 7703
Sheriffs Return on Order of Sale

"Whereas at a Court of Common Pleas, holden at the Court House, in Marysville in said County, of Union on the first day of December 1899. The Union Banking Co. of Marysville, Ohio, obtained a Judgment and Decree against Daniel W. Stock et al. for the Sum of One Thousand and Eighty five and 10/100 Dollars, Taxes and Costs of Suit;

"And Whereas it was then and there by said Court ordered, adjudged and decreed that the said Daniel W. Stock et al. within one day from the first day of December A.D. 1899. pay into the said Union Banking Co. of Marysville, Ohio, the said Sum of One Thousand Eighty five and 10/100 Dollars, Taxes and Costs Dollars, with interest from the first day of December 1899. and Costs aforesaid, and on default to pay the same, that an order of Sale, issue to the Sheriff of said County, commanding him to proceed according to the Statute regulating Judgments and Executions at law, to Sell the real Estate described in the Plaintiff Petition &c.

"And Whereas the one day, aforesaid have fully Expired, and the said Sum of One Thousand and Eighty five and 10/100 Dollars, Taxes and Costs aforesaid have not been paid, or any part thereof, as appears to this 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 Town of Marysville in the Township of Paris in Survey, No. 3854. Situated, on Maple Street, and lands commonly known as Partridges addition: Commencing at the South East Corner, made by the intersection of Kenton Avenue and Maple Street; Thence Southerly along the East Margin of Kenton Avenue to an Alley, about 166. feet; Thence Easterly along the North Margin of said Alley, 132. feet; Thence Northerly to Maple Street about 166 feet; Thence Westerly along the South Margin of Maple Street 132 feet to the place of beginning Same Containing about one-half acre, more or less.

"Said Real Estate is more Exactly described in the following True discryption of said property,

"Situated in the Township of Paris, and in the Town of Marysville, County of Union, and State of Ohio, and Bounded and described as follows, To Surveg No. 8854. Situated on Maple Street, and lands, Commonly known as Partridges Addition: Commencing at the South-East corner Made by the intersection of Maple Street (formerly Linden Avenue) and Seventh Street; Thence Southerly, along the East Margin of Said Maple Street to an Alley, about 166. feet; Thence Easterly along the North Margin of Said Alley 182. feet: Thence Northerly parallel with Said Maple Street about 166. feet to the South Margin of Seventh Street: Thence westerly along the South Margin of Seventh Street 182. feet to the place of beginning.; Said Two descriptions being one and the Same property."

"We Therefore Command you, That you proceed to Carry Said Order, Judgment and decree into Execution, agreably to the Prayer Thereof, and that you expose to Sale the above described Real Estate, Under the Statute regulating Sales on Executions, and that you apply the proceeds of Such Sale in Satisfaction of Said judgment and decree, with Costs and interest as Specified therein, and that you make report of your proceedings herein to our Court of Common Pleas, within Sixty days from the date hereof, and bring this order with you

Witness My Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court, at Marysville Ohio, This 4th day of December, A.D. 1899.

(Seal)

J. N. Connell, Clerk.

---

No. 7703
Sheriffs Return on Order of Sale

"And on the 15th day of January, A.D. 1900, The Sheriff of Union County, Ohio made the following return on the above Order of Sale, To-wit:

The State of Ohio, Union County } ss.

Sheriffs Return

| Sheriffs Fees: | $ | Cts. |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum Appraisers | 1 | 00 |
| Summg Appraisers | | 25 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Affidavit to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | | 14 |
| Poundage | 11 | 50 |
| Return | | 25 |
| Revenue | 1 | 50 |
| Total | 16 | 41 |
| Appraisers Fees | 3 | 00 |
| Printers Fees: | 23 | 25 |

In obedience to the Command of the Order of Sale hereto annexed, I did on the 4th day of December 1899. Summons, R. S. Barnett Joseph Roff, and John C. Sellers 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 4th day of December A.D. 1899. Said Appraisers returned to me, under their hands and Seals, that they did, upon actual View of the premises, Estimate, and Appraise the real Value in Money of the Same at Twelve Hundred and Ninety Dollars; A Certified Copy of Said Appraisal, I, forthwith deposited in the Office of the Clerk of the Court of Common Pleas of Said County: And on the 15th day of December, 1899. I Caused to be advertised in the Marysville Tribune (a News paper printed and published, and of Genral Circulation in Union County) Said lands and Tenements to be Sold at Public Sale at the door of the Court House of Said County, on the 18th day of January, A.D. 1900 at one O'Clock P.M. of Said day: And having advertised the Said lands and tenements for more than thirty days previous to the day of Sale, To-wit: five Consecutive weeks; and in pursuance to Said Notice, I did on Said 18th day of January, A.D. 1900, at the time and place Mentioned proceed to offer Said lands and Tenements at Public Sale, and then and there Came Daniel W. H. Adams Clerk who bid for the Same the Sum of Eleven Hundred and Fifty 00/100 Dollars, and Said Sum being more than

Two-Thirds of the appraised value Thereof, and said Daniel W. & Ada Strock being the highest and best bidders Therefor. I then and there publicly Sold and Struck off Said Lands and Tinements to him for said Sum of Eleven Hundred & Fifty & 00 Dollars.

J. Ed. Robinson Sheriff

No 7703 Sheriffs Sale and its Proof

On January. 18th 1900. The following. Sheriffs Sale. and its proof of Publication was filed with the Clerk of this Court. To wit:

Sheriffs Sale.

The Union Banking Co.
vs
Daniel W. Strock et. al.

J. W. Kinkade Attorney.

On order of Sale
Court of Common Pleas. Union County. O.

"By Vertue of the above Stated writ to me directed from the Court of Common Pleas of Union County. Ohio. I will offer for Sale at the North door of the Court. House in Marysville. Ohio. on Saturday January. 18th 1900. at or about the hour of. One. O' Clock P.M. on Said day the following described real Estate To-wit:

"Situated in the Township of Paris. and in the Town of Marysville. County. of Union and State of Ohio, and bounded and described as follows:= In Survey No 3854 Situated on Mosle Street and lands Commonly known as Partridges addition

"Commencing at the South east corner. Made by the intersection of Kenton avenue. and Mosle Street; Thence Southerly along the East. Margin of. Kenton avenue to an Alley. abeut 166. feet: Thence Easterly along the North Margin of Said Alley 132. feet: Thence Northerly to Mosle Street abeut 166. feet: Thence Westerly along the South Margin of Mosle Street. 132. feet. to the place of beginning: Same Containing abeut one half Acre. More or less

"Said real Estate is More Correctly described in the following true description of Said property.

"Situated in the Township of. Paris. and in the Town of Marysville. County of. Union. and State of. Ohio. and Bounded and described as. follows:

"In Survey No. 3854, Situated on Mosle Street and lands. Commonly known as Partridges Addition: Commencing. at the South. east. Corner Made by the intersection of. Mosle Street (formerly. Kenton avenue) and Seventh Street: Thence. Southerly along the East Margin of Said Mosle Street to an Alley. abeut 166 feet: Thence Easterly along the North Margin of Said Alley 132. feet: Thence Northerly. parallell with Said Mosle Street. abeut 166. feet. to the South. Margin of Seventh Street: Thence Westerly along the South Margin of Said Seventh Street 132. feet to the place of. Beginning.

Said two descriptions being one and the same property.

"Situated between the following Streets: Seventh. Street on the North. 8th. Street on the. East. Eight Street on the South. and Mosle Street on the. West: Being the South-east Corner of the intersection of Mosle. and Seventh Streets, Marysville. Ohio.

Appraised at. $1.200 00. Terms of Sale-Cash
December 18th 1899.-5-20.

J. Ed Robinson Sheriff
of Union County. Ohio.

The State of Ohio. Union County ss:

"The Undersigned being duly. Sworn. Says that a Copy of the annexed Notice was published for 6. Consecutive weeks in the Marysville Tribune a Newspaper of General Circulation in the County of Union. the first Publication beginning with December. 18th 1899.

John H. Shearer.

"Sworn to and Subscribed before Me. this 18th day of. January. 1900.

Printers Fees. $2.82 5

J. M Gaumer Clerk

No 7703 Entry of Confirmation of Sale

"On January. 15th A.D. 1900. The following Entry was filed with the Clerk of this Court. To-wit:

No 7703
Entry of
Confirmation
of Sale

The State of Ohio
Union County ss

Court of Common Pleas
Confirmation of Sale & order of distribution.

The Union Banking
Company. Plaintiff
vs
Daniel W. Strock et.al.
Defendants

"This day this cause came on to be heard by the Court upon Motion of the Plaintiff to Confirm the Sale Made by the Sheriff on the 13th. day of January. A.D. 1900. and Upon producing the proceedings of the Sheriff. and Sale of the premises by him Made in pursuance of former order of this Court. and the same being Examined. and found by the Court in all respects in due form of law. it is ordered by the Court. that said proceedings and Sale be and the same are hereby approved and Confirmed. and the said Sheriff. or his Successor as Sheriff of said County for the time being Execute and deliver to the said purchasers. Daniel W. Strock and Ada Strock. a deed in fee-Simple of said lands and Tenements by said Sheriff Sold as aforesaid.

"The Court. Coming Now to distribute the proceeds of said Sale (The purchasers agreeing to assume the Tax Upon said premises) order the said Sheriff to pay.

1st. The cost of this action Taxed. at. $ 71.53

2nd The balance to the amount of. $1093.23 to the Plaintiff. The Union Banking Co. Upon their Mortgage lien Upon said premises

"Said Sum being insufficient to pay the lien of said Plaintiff in full. then Execution is awarded for the balance of said Plaintiffs Claim. To-wit the Sum of $14.76 Still due.

"The Court further directs the Clerk of this Court to Enter Satisfaction upon the proper records thereof for the Various liens. Upon said premises. represented and set Up in this case. In So far as said liens affect the said property So Sold by the said Sheriff. To-wit:

"The lien of the Plaintiff Upon said lands.

"Also lien claimed by said David Davis Upon said real Estate

"Also any Equity Claimed by. H.P. and. Virginia. Mc. Knight. on said real Estate

Attest J. McConnell. Clerk.

J. H. C

"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 27th day of January in the year of Our Lord One Thousand Nine Hundred.

"Be it remembered that heretofore to-wit: on the 6th day of November A.D. 1899 Walter S. McMahon filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Florence C. McMahon to-wit:

No 7726 Petition

State of Ohio Union County ss

Court of Common Pleas:

Petition

Walter S. McMahon Plaintiff

vs

Florence C. McMahon Defendant

"Plaintiff is a bona-fide resident of Union County Ohio and has been a permanent resident of the State of Ohio for the year last past. = On the 9th day of July, 1896 at Findley Hancock County Ohio he was Married to the defendant.

"That there are no Children the issue of Said Marriage.

"At the time of the Marriage of the Plaintiff to Said Defendant the Said Defendant had a husband then living to whom She had theretofore been Married on or about day of October 1891 at Wisconsin.

"Plaintiff therefore asks that he may be divorced from Said defendant and for Such other relief as is proper.

J. H. Kinkade Attorney for Plaintiff

State of Ohio Union County ss:

Personally Appeared above named Plaintiff Walter S. McMahon who being duly Sworn Says that the facts and allegations in his foregoing Petition are true.

W. S. McMahon

Sworn to and Subscribed before me this 6th day of November 1899.

Seal J. K. Gosnell Clerk of Court

To the Clerk,

Issue Summons with Copy of Petition for defendant Florence C. McMahon addressed to Sheriff of Crawford Co. Ohio returnable according to law.

No 7726 Sheriff Returns on Summons

No 7726 Entry

On the 6th day of November A.D. 1899 The following Summons was issued and directed to the Sheriff of Crawford County Ohio to-wit:

No 7726 Summons

The State of Ohio Union County ss

Summons in Divorce

"To the Sheriff of Crawford County.

"You are Commanded to Notify Florence C. McMahon that Walter W. McMahon 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 her with having a living husband 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 20th day of November A.D. 1899

"Witness my Signature as Clerk of Said Court Common Pleas and the Seal of Said Court at Marysville this 6th day of November A.D. 1899 = J. K. Gosnell Clerk

No 7726
Sheriffs Return
on Summons

"On November 11th A.D. 1899. The Sheriff of Crawford County, Ohio, made the following return on the above Summons, to-wit:

The State of Ohio
Crawford County } ss

Sheriffs Return

| Sheriffs Fees | $ | ct |
|---|---|---|
| Fee Writ & Petition | | |
| Service & Return | | 90 |
| Mileage | 2 | 40 |
| Copy | | 24 |
| Docket | | 30 |
| Total | $ 3 | 44 |

Received this writ Nov. 7th 1899. at 8 O'Clock A.M. and Served Same by personally handing a true Copy of this writ, together with a certified Copy of Petition on Nov. 9th 1899. to the within named defendant Florence C. McMahon

Chas Palmer Sheriff.
By C. F. Palmer Deputy.

No 7726
Entry

State of Ohio
Union County } ss

Walter S. McMahon
Plaintiff
vs
Florence C McMahon
Defendant,

"On the 27th day of January, A.D. 1900. the following Entry was filed in the Office of the Clerk of this Court, to-wit.

Entry of Decree

"This day this Cause came on to be heard upon the Petition of the Plaintiff. The defendant being in default

"And the Court having heard all the proofs and Evidence adduced by the Plaintiff, and being fully advised in the premises, doth find that the said defendant, Florence C. McMahon, is guilty of having a husband living at the time of her Marriage to the Plaintiff herein, and that all and singular the facts alledged in the Petition are true,

"Whereupon the said Plaintiff Walter S. McMahon is hereby granted an absolute divorce from his said Wife, and the Marriage between them declared annulled, and Void ab initio.

"It is further ordered that said defendant is barred of all right of dower in the lands of the Plaintiff

"It is further ordered that the Plaintiff pay the Costs of this action, and Execution awarded accordingly

Approved Dan. J.

Attest J. M. Gosnell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow, Judge of Said Court of the Term of January, To-wit: on the 2nd day of January, in the year of Our Lord, One Thousand, Nine Hundred

"Be it remembered that heretofore, To-wit: on the, 19th day of August A.D. 1898. John F. Johnson files in the Clerks office of the Said Court of Common Pleas, the following Petition against Hiram Johnson Executor &c. To-wit:

No 7702
Petition

John F. Johnson, Plaintiff
vs
Hiram Johnson as Executor of the last will and Testament of Daniel Johnson "deceased"
Defendant

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

Petition

"On the 12th day of June, 1898, Daniel Johnson died, leaving a will, whereby he appointed, defendant, Hiram Johnson, his Sole Executor thereof, which will was on the 19th day of July, 1898, duly admitted to Probate in the Probate Court of Union County, Ohio, and Letters testimentary, were, on the 29th day of July, 1898 by Said Court duly issued therein to Said defendant, who thereupon duly qualified and Entered upon his duties as Such Executor = The defendant, as Such Executor is indebted to Plaintiff on an account, of which the following, is a Copy,

"Raymond, O, August, 15th 1899.

"Mr Hiram Johnson, Executor of the last will and Testament of Daniel Johnson "deceased"

To, John F Johnson Dr.

August 15th 1898 } To Board, care of Said Daniel Johnson, 236, weeks, @, $1.25 per week $357.00
March 1st 1898 }
March 12th 1898, To June 12th 1898, To Board, care and Nursing Said Daniel Johnson, during his last Sickness, 103 days at $1.00 per day. $103.00
To Washing, Cleaning up Clothes and Bed Clothes 20.00
Total - - - $477.00

"There are no Credits on Said account, and there is due Plaintiff thereon from defendant as Such Executor the Sum of, Four Hundred and Seventy Seven dollars, which he Claims with Six per Cent interest thereon from June 12th 1898.

"On the 16th day of August, 1899, Plaintiff duly presented to defendant, as Such Executor, a duly Verified written Statement of his Claim, and demanded an indorsement of allowance thereon, but defendant refused Said indorsement, and on August 19th 1899, indorsed his rejection of Said Claim thereon; - Wherefore Plaintiff asks Judgment against Said defendant as Such Executor in Said Sum of, Four Hundred and Seventy Seven Dollars, with Six per Cent interest thereon from June 12th 1898.

John M. Bendrick Attorney for Plaintiff.

The State of Ohio
County of Union. } ss

"John F. Johnson, the Plaintiff being Sworn, makes oath that the facts Stated in the foregoing Petition are as affiant believes True

John F. Johnson.

"Sworn to by Said John F. Johnson before me, and Signed by him in my presence this 19th day of August, 1899.

Seal

J. M. Gosnell Clerk

No 7702
Waiver

No 7702
Answer,

No 7702
Waiver

On August 19th 1899. the following Waiver of Summons was filed with the Clerk of the Court To-wit:

"I hereby Waive the issuing and Service of Summons, and enter my appearance herein this 19th day of August, 1899.

"Hiram Johnson, Executor of the last will and testament of Daniel Johnson "deceased"
"By W. W. Merchant, his Attorney.

And on September 8th 1899. the following, answer was filed in the office of the Clerk of this Court. To-wit:

No 7702
Answer.

John F. Johnson Plaintiff
vs
Hiram Johnson, Executor of the last will and testament of Daniel Johnson "deceased"
Defendant,

Common Pleas Court. Union County, Ohio.

Answer.

"Now comes the Said Hiram Johnson, and for answer Says: that he admits the death of the Said Daniel Johnson and that he, this defendant, is the duly appointed qualified and Now acting Executor of the last will and testament of the Said Daniel Johnson "dec'd.

"First cause of defense:

"This defendant Says that on the 11th day of February, A.D. 1899, the Said Plaintiff, John F. Johnson, duly presented to this defendant as Executor of the Estate of the Said Daniel Johnson, dec'd", Said Estate Not having been represented as insolvent, his one Claim in writing against the Estate of the Said Daniel Johnson, dec'd, for the Sum of $880.00 and demanded that the Same be allowed as a Valid Claim against the Estate of the Said Daniel Johnson, "dec'd".

"By this Said Executor, who on the Said 11th day of February, A.D. 1899, refused to allow Said account as a Valid claim against the estate of the Said Daniel Johnson "dec'd" and returned the Same to the Said John F. Johnson with his refusal at that time.

"That the following is a Copy of Said Claim of the Said John F. Johnson against the estate of the Said Daniel Johnson "dec'd" as presented to the Said defendant as Executor of Said estate, To-wit:

"From Nov 1st 1889, To June 1st 1892, To board, care &c of Daniel Johnson for 112 Weeks at $1.50 per week — $168.00
"From June 1st 1892 To May, 1st 1892 (17 Weeks at $5.00 per week — 85.00
From May 1st 1892, To March 1st 1898, 302 Weeks at $1.50 — 485.00
"To board, care and Nursing Said Daniel Johnson during his last Sickness, 104 days at $1.00 per day. — 104.00
"Washing Cleaning up of Clothes bed & bed Clothes — 20.00
$880.00

"That on the Said 19 day of August, 1899, the Said John F. Johnson, this Said Plaintiff presented to this Said defendant, as Executor of the estate of the Said Daniel "dec'd" Said itemized account of his Claim against Said Estate, as Set forth in Plaintiffs Petition herein, and demanded its allowance, that this defendant as Such Executor refused to allow Said Claim, and assigned for his reason therefor that he had as Such Executor rejected Said Claim on the 11th day of February, A.D. 1899, and assigned as his reason therefor, that Said Claim had been presented before, and had been rejected by this Said Executor.

Second Cause of Defense

This defendant further says "That the said Plaintiff ought not recover or have his said actem against him, this defendant, because he saith that said Plaintiff, that more than Six Months before the Commencement of this Suit: To-wit: on the 11th day of February, A.D. 1899 did present the said Claim against the Estate of the said Daniel Johnson deed to this defendant, as such Executor, for allowance, and this defendant did then dispute and refuse to allow said Claim as a valid Claim against said Estate; and this defendant further says, that said Claim has never been referred, in Conformity to the provisions of the Statute in such Case Made and provided, and that no Suit or action has been begun on the same within the Six Months from its rejection, and that he is ready to Make appear.

No 7732
Petition

Third Cause of defense

"Defendant further says: That he denies each and every allegation in said petition not specifically admitted

"Wherefore this defendant asks that this Cose may be dismissed, and that he go hence without day, and recover his Costs.

W. W. Merchant Atty for Defts.

---

On January 2nd 1900 The following Entry was filed in the office of the Clerk of this Court: To-wit:

No 7702
Entry

John F. Johnson
Vs
Hiram Johnson Executor

Entry

"This day this cause came on to be heard, and thereupon came the parties and also came their attorneys, and it being Made to appear that the parties hereto had Compromised the Matters and things in issue herein upon the allowance by said defendant as such Executor, to Plaintiff of the Sum of One Hundred Dollars

"And the Court in Strict Examination herein Satisfied that said Compromise Settlement is reasonable, and for the best interest of the Estate of Daniel Johnson "deceased"

"It is therefore Considered, Ordered, and adjudged by the Court that said Compromise and Settlement be and the Same hereby is approved and confirmed, and that said defendant be, and he hereby is authorized to allow said Sum of One Hundred Dollars, and the Costs herein Taxed at $ as a Valid Claim against the Estate of said Daniel Johnson: "deceased."

John M. Brodrick Attorny for Plaintiff
W. W. Merchant Attorney for Defendant

Albert J. Gaswell Clerk

No 7732
Summons.

"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 January To-wit on the 24th day of January in the year of Our Lord One Thousand Nine Hundred

"Be it remembered that heretofore To-wit: on the 23rd day of November A.D. 1899 Philip Rausch filed in the Clerks Office of the said Court of Common Pleas the following Petition against John Steinhoff To-wit:

No 7732
Petition

Philip Rausch: Plff
vs
John Steinhoff: Deft

"Court of Common Pleas: Union County, Ohio.

Petition

"The Plaintiff says his action is founded on a promissory Note of which the following is a copy with all the Endorsements and Indorsements thereon in figures and words Viz:

$345.00 March 12th 1894.

Ninety days after date I promise to pay to the Order of Philip Rausch Three Hundred and forty five dollars, at the Marysville Bank Value received with interest at 8% per Annum

Due June 10th 1894 Signed John Steinhoff

"Endorsed on Said Note as follows, to Wit and figures Viz.

"Dec 12th 1894 Cash $ 97.00. March 1st 1896 Cash 17.95/100

"There is due from the Defendant John Steinhoff to the Plaintiff Philip Rausch on Said Note the Sum of Three hundred and fifty Seven Dollars with 8 per Cent interest from the 23rd day of November 1899 and for which Sum the Plaintiff prays Judgment against the Defendant.

Robinson & Woodburn Attys for Plaintiff.

"The State of Ohio, Union County, ss.

"Philip Rausch the Plaintiff in this action being duly Sworn Says that his action is founded upon a promissory Note, and that the facts and allegations made in his foregoing Petition are true as he verily believes

Philip Rausch.

"Sworn to before me and Signed in my presence this 23rd day of November 1899

(Seal)

J. McConnell
Clerk

To Clerk:

Issue Summons to Sheriff, Union Co. O. Indorse action on Promissory Note, amount Claimed $ 357. With 8% interest from Nov 23rd 1899 Nov 23rd 1899

Robinson & Woodburn.

---

On November 23rd 1899, The following Summons was issued to the Sheriff of Union County, To-wit:

No 7732
Summons

Summons

The State of Ohio, Union County ss

To the Sheriff of Union County:

You are hereby Commanded to Notify John Steinhoff that he has been Sued by Philip Rausch in the Court of Common Pleas of Union County and Must answer by the 23rd day of December A.D. 1899, or the Petition of the said Plaintiff will be Taken as true, and judgment rendered accordingly.

"You will Make due return of this Summons on the 4th day of December A.D. 1899.

"Witness My hand and the Seal of said Court this 23rd day of November A.D. 1899.

(Seal)

J. McConnell Clerk

---

No 7732
Sheriff Return on Summons

'On November 28th 1899. The Sheriff. Made the following return on the above Summons, To-Wit:

Sheriffs Return

The State of Ohio
Union County ss

"Received this Writ November 24th A.D. 1899 at 8. O'Clock A.M. and Served Same by Leaving at the Usual place of residence of John Sleekoff a True and Certified Copy of this writ with all of the indorsments thereon, on November 28th 1899.

J. Ed Robinson
Sheriff.

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Mileage | | 96 |
| Copy | | 15 |
| Total | 1 | 61 |

No 7725
Petition

On January 24th 1900. The following Entry was filed with the Clerk of this Court To-Wit:

No 7732
Entry

Entry

Philip Rausch
vs
John Sleekoff

"Now Comes the Plaintiff herein, and the Defendant being in default for answer and demurer: The Court find that the allegations of the Petition are confessed by him to be true- and further find that the defendant is indebted to the Plaintiff in the Sum of Three Hundred and Sixty one and 76/100 Dollars with Eight per Cent Interest from January. 23rd 1900.

"It is therefore Considered by the Court that the said Plaintiff recover from the said Defendant the said Sum of Three Hundred and Sixty one and 76/100 with Eight per Cent interest from January. 23rd A.D. 1900 and his Costs herein expended to and at #

Attest J. M. Gosnell Clerk

on the above

at 8. O'Clock A.M.
place of residence
of this writ with
28th 1899.
Robinson
Sheriff.

the Clerk of this

ndant being in
find that the
to be true- and
in the Sum of
t interest from

recover from the
76/100 with Eight
spended Laws

"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 Dew, Judge of Said Court, of the Term of January, to-wit: on the 20th day of January, in the year of our Lord, One Thousand Nine Hundred.

"Be it remembered that heretofore, to-wit, on the 18th day of December, A.D. 1899, John A. Gosnell filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against, Hugh Mc Adow, et al, to-wit:

No 7725
Petition

"John A. Gosnell- Plaintiff
Vs
Hugh Mc Adow, Samuel Mc Adow
John C. Mc Adow, Edna A Zimmer
James Mc Adow, Calvin J. Mc Adow
Sela Mc Adow, Samuel Mc Adow,
Belle Easton, Ama R. Spake
W.H. Wheeler, Mrs R. D. Pearse, Mrs
Slicklin (the Wife of Oliver Slicklin)
Franklin D. Gosnell, Josph M. Gosnell
Fletcher C Gosnell and George W. Gosnell
Defendants

Petition

"The Plaintiff Says:- That on or about the 11th day of October, 1899, one William Mc Adow, departed this life at his residence in the said County of Union, and State of Ohio. He died intestate, and left no Child or Children, or the issue of and Child or Children Surviving him, but left his Widow Elizabeth Mc Adow his Sole heir and legal representative

"The Said William Mc Adow left a large amount of personal property, which is Much More than Sufficient to pay his debts, funeral Expenses and Expenses of Administration. Said William Mc Adow, also died Seized in fee Simple of the real Estate hereinafter described. Which real Estate Came to him by purchase, and not by devise, descent, or deed of gift.

"Said real Estate descended to the said Elizabeth Mc Adow in fee Simple. She being the relict and Sole heir of the Said William Mc Adow.

"Afterwards, to-wit: on the 13th day of October, 1899, the said Elizabeth Mc Adow, died intestate and without issue, and therefore left no Child or Children or the issue of any Child or Children Surviving her. The Said Elizabeth Mc Adow left a large amount of personal property, which is More than Sufficient to pay all her debts, funeral Expenses, and Expenses of administration.

"The Said Elizabeth Mc Adow left as her only heirs and legal representatives the following Named persons to-wit:

"1st. Your Petitioner who is a brother of the Said Elizabeth Mc Adow,
2nd. George W. Gosnell who is a brother of the Said Elizabeth Mc Adow,
3rd. Franklin D. Gosnell who is a brother of the Said Elizabeth Mc Adow,
4th. Fletcher C Gosnell, who is a brother of the Said Elizabeth Mc Adow,
5th. Josph M. Gosnell who is a brother of the Said Elizabeth Mc Adow,

"The full Equal one half of Said lands and tenements descended to the above named brothers of the Said Elizabeth Mc Adow, in Equal parts.

"The Said William Mc Adow left his brothers and Sisters and their issue Surviving him and Surviving the Said Elizabeth Mc Adow as follows

"1st. Hugh Mc Adow who is a brother of Said William Mc Adow,
2nd John C. Mc Adow who is a brother of Said William Mc Adow,
3rd Samuel Mc Adow who is a brother of Said William Mc Adow,
4th Edna A Zimmer. Who is a Sister of Said William Mc Adow,
5th Said William Mc Adow had a brother named James, who died intestate before Said William, and who left the following Children who are his only heir and legal Representatives, to-wit. James, Mc Adow, Calvin J. Mc Adow, Sela Mc Adow,

Samuel Mc Adow, Bella Easton, and Anna R. Spake.

"6th. The Said William Mc Adow had a Sister Named Rebecca Wheeler who died intestate before him and who left the following Children her only heirs and legal representatives to wit: W. H. Wheeler, Mrs. R. D. Pearce, and Mrs. ____ Stricklin (who is the Wife of Oliver Stricklin and whose Christian Name is Unknown)

"The Plaintiff Says that as there was no Children of the Said William Mc Adow and his Wife The Said Elizabeth Mc Adow. Upon the death of Said Elizabeth Mc Adow Said lands descended, One half to the brothers and Sisters of the Said Elizabeth Mc Adow above Named, and one half to the brothers and Sisters and their legal representatives of the Said William Mc Adow.

"The Plaintiff has a legal right to, and is Seized in fee Simple of the undivided one Tenth of Said lands. The Said George W. Gosnell, Joseph N. Gosnell, Fletcher C. Gosnell and Franklin D. Gosnell, are Each Seized in fee Simple of the Undivided one Tenth of Said lands.

"The Said Hugh Mc Adow, John C Mc Adow Samuel Mc Adow (Brother of Said William), Edna A. Zimmer are Each Seized in fee Simple of the Undivided one Twelfth of Said lands:- The Said James Mc Adow, Calvin Mc Adow, Sela Mc Adow Samuel Mc Adow (Son of James) Belle Easton, and Anna R. Spake, are Each Seized in fee Simple of the one Seventy-Second part of Said lands.

"The Said W. H. Wheeler, Mrs R D Pearce, and Mrs Stricklin, Wife of Oliver Stricklin are Each Seized in fee Simple of the one Thirty Sixth part of Said lands.

"Said lands and Tenements are described as follows:

"Situate in the County of Union, and State of Ohio. Part of Surveys Nos. 5629 & 6493, and Bounded and described as follows: Beginning at a Stone at the Southeast Corner of Said Survey, and the North East Corner of Survey No 4405, and in the West line of Survey 14632: Thence with the South line of the first Named Surveys Nos. 5629 & 6443, S. 85, 15, W. 104. 75/100 poles to a Stone, the S. E. Corner of land formerly owned by W. R. Mc Carey: Thence with the East line of Said land & others, N. 5. W. 87. 80/100 poles to a Stone at the S. W. Corner of Hugh Mc Adows land: Thence with two Consecutive lines of Said Hugh Mc Adows land, N. 85. E. 68 poles to a Stone, and thence N. 5. 15. W. 46. 16/100. poles to a Stone in the Center of the Wheeler road: Thence with the Center of Said road S. 88. E. 42. 92/100 poles to a Stone in the East line of Said Survey Nos 5629 & 6493: Thence with Said Survey line S. 5. 30. E. 132. 5/100 poles to the place of beginning. Containing 72 & 62/100 acres more or less.

"The Plaintiff desires to hold his interest in the Said lands in Severalty, but the other parties herein Named are tenants in Common with the Plaintiff in Said lands in the parts and proportions hereinbefore set forth.

"The Plaintiff therefore prays that all of Said parties may be legally Notified of the filing and pendancy of this Petition, and that a hearing may be had hereon, and that upon Said hearing the Plaintiff may have and order of Partition Setting off to him his part of Said lands in Severality, and if the Same Cannot be divided by Metes and Bounds without Manifest injury to the Value thereof, then that Such order may be Made in the premises as may be authorized by law, and the Nature of the case may require, and for all Such other orders, Judgments and decrees, as the Nature of the Case May require

Cameron & Cameron Attorneys for Plaintiff.

The State of Ohio Union County, SS.

John A. Gosnell being first duly Sworn, Says that

No 7725
Affidavit for Publication

No 7725
Waiver

The facts Stated and the allegations made in his foregoing Petition are true as he verily believes

Jno. A Gosnell.

Sworn to before me and Signed in my presence this 18th day of December. 1899.

J. M Gosnell
Clerk of Court

(Seal)

---

No 7725
Affidavit for Publication

On December 20th 1899. The following Affidavit for Publication was filed in the office of the Clerk of this Court. To-wit:

John A Gosnell, Plaintiff
vs
Hugh Mc Adoo. et al. Defendants

"In the Court of Common Pleas of Union County. Ohio,

Affidavit for Publication

John. A Gosnell. Plaintiff. being first duly Sworn. Says. that he has commenced a Civil action in the Court of Common Pleas. within and for the County of Union and State of Ohio. for Partition of real Estate. being one of the actions Mentioned in Sec. 5046. of the Revised Statutes of Ohio, against Hugh Mc Adoo et. als. being Case No. 7725. and that among the parties defendants to said Suit are James Mc Adoo Calvin J. Mc Adoo and Lela Mc Adoo who are the heirs of James Mc Adoo, and whose places of residence are unknown to the Plaintiff. although he has used due diligence to ascertain the same. and Samuel Mc Adoo. whose residence is Webster City. Iowa. is a Non resident of the State of Ohio: Belle Easton. whose residence is Lake City. Iowa, is a Non-resident of the State of Ohio; Anna Rebecca Shake, whose Post Office address is Eldora. Iowa. is a Non-resident of Ohio; W. H. Wheeler. whose Post Office address is Farnhamville. Iowa. is a Non-resident of the State of Ohio; Mrs R. L. Pearce whose Post office adress is Belmont. Neb. is a Non-resident of the State of Ohio, and Mrs. Oliver. Stricklin. whose Post office adress is Cushing. Iowa. is a Non-resident of the State of Ohio,

"Plaintiff further Says that all the foregoing parties are Necessary parties to the action. and that Service of Summons cannot be Made Upon them or either of them in the Said State of Ohio. and the Plaintiff desires to Make Service by Publication.

"And further Said affiant Saith Not.

Jno Gosnell.

Sworn to before me and Signed in my presence this 20th day of December A.D. 1899.

John M. Broderick
Notary Public

(Seal)

---

No 7725
Waivers

"Waivers of Service below. with their date

Waivers of Service of Summons

John A. Gosnell
vs
Hugh Mc Adoo

In Common Pleas Court
Union County. Ohio.

We the Undersigned. hereby. Waive the issuing and Service of Summons. in the foregoing Proceedings. and hereby Voluntarily Enter our appearance herein.

Signed on Appearance docket
December. 25th 1899
December 29th 1899
January 18th 1900

Jasper N. Gosnell
G. W. Gosnell
Frank D. Gosnell
Samuel Mc Adoo

January 16th 1900 — Hugh Mc Adow,
Janry 16 " 1900 — J C. Mc " Adow.
Jenny 17th " 1900. — Edna A. Zimmerman
Jany 18th " 1900. — F C Gosnell.
Jeny 18th " 1900. — Bettie Gosnell.

No 7725 Entry

On February 17th 1900 the following Legal Notice and its Proof of Publication was filed with the Clerk of this Court. Co- wit:

No 7725 Legal Notice and its Proof

John A Gosnell, Plaintiff
-Vs-
Hugh Mc Adow et. al. Defendants

Cameron & Cameron, Plaintiffs Attorneys.
Court of Common Pleas, Union County, Ohio.

Samuel Mc Adow residing in Webster City, Iowa. Belle Easton residing in Lake City Iowa. Anna Rebecca Shake residing in Eldorado Iowa. W H Wheeler residing at Farnhamville Iowa. Mrs R D. Keare residing at Belmont Neb. Mrs Oliver Strickler residing in Cushin Iowa. James M. Mc Adow Calvin J. Mc Adow and Sela Mc Adow heirs of James Mc Adow and whose places of residence are Unknown. Will take Notice that on the 18th day of December, 1899, John A. Gosnell filed his Petition in the Common Pleas Court of Union County, Ohio. in case No 7725, against the above named parties and others praying for an order of Partition Setting off to him in Severalty his part of the real Estate of which Elizabeth Mc Adow died seized. Said lands being situate in the County of Union, and State of Ohio, and bounded and described as follows.

"Part of Surveys of Nos 5629, and 6493, Beginning at a Stone at the Southeast corner of said Surveys, and the Northeast Corner of Survey No 5405; and in the west line of Survey No. 14682; Thence with the South line of the first named Surveys Nos. 5629, and 6493. South 85. 15. West 108. 75 poles to a Stone the South East Corner of lands formerly owned by W. A. Mc Cameron; Thence with the East line of said land and others North. 5. West 87. 80 poles to a Stone at the South East Corner of Hugh Mc Adows land; Thence with two Consecutive lines of said Hugh Mc Adows land North 85. East 68. poles to a Stone, and Thence North 5. 15 West, 46. 14. poles to a Stone in the center of the Wheeler road; Thence with the center of said road South 88. East 42. 92. poles to a Stone in the East line of said Survey. Nos. 5629. & 6493; Thence with said Survey line South. 5. 30 East 132. 50 poles to the place of beginning Containing 72. 62. acres of land More or less.

"Said parties are required to answer on or before the 10th day of February, 1900 or Judgment May be taken against them.

"Marysville Ohio Dec. 20th 1899. C6

John A. Gosnell

"The State of Ohio, Union County, SS:

"The Undersigned, being duly Sworn says that a copy of the annexed Notice was published for 6 Consecutive Weeks in the Marysville Tribune a News paper of General Circulation in the County of Union, the first publication beginning with Dec. 20th 1899

W. D. Shearer.

"Sworn to and Subscribed before me this 17th day of February, 1900.
Fees $2.10

J. N. Gosnell Clerk

No 7725 Writ of Partition

No 7725
Entry

"On February, 20th A.D. 1900 The following Entry was filed with the Clerk of this Court. To-Wit:

Entry

John A Gosnell
vs
Hugh Mc Adow et al.

"This day came the Plaintiff by his attorneys and this cause came on to be heard upon the Petition and the evidence and Submitted to the Court.

"On Consideration whereof, the Court being fully advised in the premises, find that all the parties hereto have been duly, and legally Served with process, and properly Notified of the filing and pendancy hereof, and that Each, and all of Said defendants are in default for answer, or demurer to the Petition.

"The Court further find from the Evidence that the allegations of the Petition are true, and that the Plaintiff has a legal right to, one Tenth of the Estate in the Petition described, and is Entitled to have Said Estate apportioned as prayed for by him.

"That Each of the defendants, Frank D. Gosnell, George W. Gosnell, Fletcher C. Gosnell and Jasper N. Gosnell has a legal right to one Tenth of Said Estate, and Each of the defendants Hugh Mc Adow, John C. Mc Adow, Edna A. Zimmer, and Samuel Mc Adow, Sr. has a legal right to one Twelfth of Said Estate, and Each of the defendants, James Mc Adow, Calvin J. Mc Adow, Sela Mc Adow, Samuel Mc Adow, Belle Easton, and Anna R. Spake has a legal right to one Seventy-Second part of Said Estate, and W. H. Wheeler, Mrs R. D. Pearse, and Mrs. Stricklin (Wife of Oliver Stricklin), have Each a legal right to one Thirty Sixth part of Said premises, Making in all the parts and parties of Said Estate, to which Said parties are entitled as follows.

| | | | |
|---|---|---|---|
| "The Plaintiff John A Gosnell | 1/10 | "The Defendant James Mc Adow. | 1/72 |
| " Defendant Franklin D Gosnell | 1/10 | " Defendant Calvin J. Mc Adow | 1/72 |
| " Defendant Fletcher C Gosnell | 1/10 | " Defendant Sela Mc Adow | 1/72 |
| " Defendant George W. Gosnell | 1/10 | " Defendant Samuel Mc Adow Jr | 1/72 |
| " Defendant Jasper N. Gosnell | 1/10 | " Defendant Belle Easton | 1/72 |
| " Defendant Hugh Mc Adow | 1/12 | " Defendant Anna R Spake | 1/72 |
| " Defendant Samuel Mc Adow | 1/12 | " Defendant W H Wheeler | 1/36 |
| " Defendant John C. Mc Adow | 1/12 | " Defendant Mrs R. D. Pearse | 1/36 |
| " Defendant Edna A. Zimmer | 1/12 | " Defendant Mrs Oliver Stricklin | 1/36 |

"It is therefore ordered that a Writ of Partition be issued to the Sheriff of Said County of Union Commanding him that by the oaths of Jesse Laughery, J. L. Brown and W. J. Linn, who are hereby appointed Commissioners for the purpos to Cause to be divided and Set off, to Each of Said Named parties of Said estate to which he or She is herein found Entitled, and if in the Opinion of Said Commissioners Said Estate Cannot be Divided by Meates and Bounds, without Manifest injury to the Estate Thereof, then that they return their Appraisment of Same, Pursuant to the Statute in Such Case provided; And of his proceedings the Sheriff Shall Make due return.

And on the 20th day of February A.D. 1900 the following Writ of Partition was issued and delivered to the Sheriff of Union County Ohio. To-Wit:

No 7725
Writ of
Partition

The State of Ohio
Union County ss

"Writ of Partition

"To the Sheriff of Said County:

"Pursuant to an order of our Said Court of Common Pleas Within and for the Said County, at the January Term A.D. 1900, in a Civil

action therein pending (for Partition) Wherein John A Gosnell the Plaintiff, and Hugh Mc Adow, et al the defendants, you are hereby commanded, that by the oaths of Jesse Loughrey, J. G. Brown, and W. J. Linn three disinterested freeholders of the Vicinity, who are not of Kin to either of said parties, and were appointed by the Court as Commissioners for Such purpose, you Cause partition to be made of the following discribed real Estate, To-wit.

No 7725 Sheriffs Return on Writ of Partition

"Situate in the County of Union and State of Ohio, Part of Surveys Nos. 5629 & 6498 and bounded and described as follows,

"Beginning at a Stone at the Southeast Corner of Said Surveys and the Northeast Corner of Survey No 4405 and in the West line of Survey, 14632; Thence with the South line of the first named Surveys Nos. 5629. & 6493. S. 85. 15. W. 108. 75/100 poles to a Stone, the S. E. Corner of land formerly owned by W. A. Mc Camey; Thence with the East line of Said land and others N. 5. W. 87. 8/100. poles to a Stone at the Southwest Corner of Hugh Mc Adows land; Thence with two Consecutive lines of Said Hugh Mc Adows land N. 85. E. 68. poles to a Stone, and Thence N. 5. 15. W. 46. 16/100 poles to a Stone in the Center of the Wheeler Road; Thence with the Center of Said Road S. 88. E. 42. 92/100 poles to a Stone in the East line of Said Surveys Nos. 5629. and 6493; Thence with Said Survey line S. 5. 30. E. 132. 5/100 poles to the place of beginning. Containing 72 and 62/100 acres More or less.

"Among the persons named herein, and in the following proportions. To-wit

| | | |
|---|---|---|
| "To. The Plaintiff John A. Gosnell | 1/10 | Part. |
| "To. The Defendant Franklin D Gosnell | 1/10 | Part. |
| "To. The Defendant Fletcher C Gosnell | 1/10 | Part. |
| "To. The Defendant George W. Gosnell | 1/10 | Part. |
| "To. The Defendant Jasper N. Gosnell | 1/5 | Part. |
| "To. The Defendant Hugh Mc Adow. | 1/12 | Part. |
| "To. The Defendant Samuel Mc Adow. | 1/12 | Part. |
| "To. The Defendant John C. Mc Adow | 1/12 | Part. |
| "To. The Defendant Edna A. Zimmerman | 1/12 | Part. |
| "To. The Defendant James Mc Adow | 1/72 | Part. |
| "To. The Defendant Calvin J. Mc Adow | 1/72 | Part. |
| "To The Defendant Sela Mc Adow. | 1/72 | Part. |
| "To. The Defendant Samuel Mc Adow Jr. | 1/72 | Part. |
| "To. The Defendant Belle Easton | 1/72 | Part. |
| "To. The Defendant Anna R. Shake. | 1/72. | Part |
| "To. The Defendant W. H. Wheeler | 1/36. | Part. |
| "To. The Defendant Mrs R. D. Pearce | 1/36 | Part. |
| "To. The Defendant Mrs. Oliver Strickler | 1/36 | Part. |

No 7725 Commissioners Report

"But if the Said Commissioners are of opinion that 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.

No 7725 Entry

Witness my hand and the Seal of Said Court of Common Pleas at the Court House in Marysville this 20th day of February A. D. 1900.

Seal

J. N. Gosnell Clerk.

No 7725
Sheriffs Return on Writ of Partition

"On the 20th day of February A.D. 1900. The Sheriff of Union County, Ohio, Made the following return on the above Writ of Partition to-wit.

| Sheriffs Fees | $ | Cts |
|---|---|---|
| Service | | 25 |
| Mileage | 1 | 28 |
| Executing Writ | 1 | 00 |
| Swearing Com | | 25 |
| Report of Com | | 25 |
| Return | | 25 |
| Sheriff Poundage | 12 | 51 |
| Revenue | 2 | 00 |
| Deed | 2 | 00 |
| Commissioners Fees | | |
| Jesse Laughrey | 1 | 00 |
| J. L. Brown | 1 | 00 |
| W. J. Linn | 1 | 00 |
| Limbus Fee | 21 | 00 |
| Total | $43 | 79 |

Sheriffs Return

"As Commanded by the foregoing Writ of Partition I have Executed the same by the Oaths of Jesse Laughrey, J. L. Brown and W. J. Linn Causing Partition to be Made, as will appear by the report of the Commissioners herein returned.

Given Under My Hand this 20th day of February A.D. 1900

J. Ed Robinson
Sheriff.

No 7725
Commissioners Report

John A Gosnell against Hugh McAdoo et al

The State of Ohio, Union County ss

Court of Common Pleas
In Partition

"According to the demand of the Writ of Partition in this case issued, and on the Call of the Sheriff of Said County, We the Undersigned Commissioners after being first duly Sworn, and upon actual View of the premises, We are of opinion that the Said Real Estate Cannot be divided according to the demand of the Writ without Manifest injury to Value thereof, and we do Estimate the Value of the Same at $28.00 per Acre.

Given Under our Hands this 20th day of February A.D. 1900.

Jesse Laughrey
J. L. Brown
W. J. Linn
Commissioners

No 7725
Entry

"And on the 20th day of February, A.D. 1900. The following Entry was filed with the Clerk of this Court, To-wit:

Entry

John A Gosnell, Plaintiff
vs
Hugh McAdoo, et al, Defendant

"This Cause Came on to be heard on the report of the Sheriff and Commissioners of their proceedings under the Writ of Partition herein, and upon due consideration the Court finds that Said proceedings have been in all respects Correct and Lawful, and the Same are Approved and Confirmed

"And it appearing that Said Estate Cannot be Divided by Metes and Bounds without Manifest injury to the Value thereof, and the Said Samuel McAdoo Having Elected to take the Said Estate at the Valuation returned by the Commissioners the Said Estate is hereby adjudged to him.

"And it is ordered that, on his Making payment to the Sheriff, of his proportion of the Costs of this action, and any Rates that may be due on Said premises, and also

in Each the proportion of Said Valuation due to Each of the other parties as heretofore determined, Said Sheriff Shall Execute and deliver to him a good and Sufficient deed of Said premises.

"And it is ordered that the proceeds of Said Sale be distributed as follows: "First in payment of The Costs due upon Said premises, $ 10.00 = "Second the Costs of this Action including an Attorney fee, of $ 60.00 To Cameron & Cameron, for their Services herein, Total $ 116 93/100,

"The Balance of the Cash proceeds Shall be divided between Said other than the purchasers, in the proportions of their rights as heretofore determined.

"Attest J N Gossett Clerk

---

"Pleas, Continued and held at the Court House in Marysville, Within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow, Judge of Said, of the Term of January, To wit, on the 20th day of February in the year of our Lord one Thousand and Ninety Nine.

"Be it remembered that heretofore to-wit, on the 1st day of December A.D. 1898, D. S. Loar filed in the Clerks office of the Said Court of Common Pleas the following Petition against David M. Loar, et al. To wit;

No 7736
Petition

D. S. Loar - Plaintiff
VS
David M. Loar, Fannie Loar
Harvey Athey, Perry Athey
John Athey Nettie Athey
and J. M. Kennedy - Defendants

"Union County Ohio Court of Common Pleas.

"Petition in Partition

"The Plaintiff Says that he has a legal right to the undivided one fifth of the following described property, and an Equitable right to the entire property therein described as the heir at law of Delilah Loar "deceased" and is Seized in fee-Simple of Same. Subject to the dower interest of David M. Loar. That Harvey Athey, Perry Athey, John Athey and Nettie Athey Claim to have Each a one fifth interest in the Same.

"Said real Estate is Situate in the County of Union, and State of Ohio, and in the Township of Darby, and in the Village of Unionville Center, and bounded and described as follows, To-wit.

"Being all of In Lot No 25, in Said Village on the East Side of Rail Road St in Said Village, Now in the Name of Delilah Loar, now "deceased", who died on the 12th day of Aug. A.D. 1899, of whome Said D. S. Loar is the only Son and heir of Said Delilah Loar, by Said David M. Loar one of above defendants, who has the right of Dower, in the above described real Estate

"That on or about the 12th day of Aug A.D. 1886 Said David M. Loar George Loar and William Loar and Wife having interest in the above described premises and for a Valuable Consider it was agreed by and between Said parties to Execute to Said Delilah Loar a deed in fee-Simple the wife of Said David M. Loar for use and benefit and for use and benefit of her husband and Children by Said David M. Loar, alone the Same being ancestrial property that had come to Said parties by inheritance from an ancestor, and was intended to operate and be

No 7736
Waiver

No 7736.
Precipice

for the benefit of said Loar alone but the Magistrate who drew the deed and before whom it was executed Made a Genral Warrantee Deed to her without any reservation Whatever = That prior to her Marriage to Said David M. Loar She was Married to one John Athey by whom She had the Said Harvey Athey, Perry Athey John Athey. and Nellie Athey. and by this Mistake in the Execution of Said Deed by the Magistrate Said parties became possessed of a semblance of a title in Said real Estate and Claim an interest therein. but in fact have no legal or Equitable right to Such interest in Said premises

"J. M. Kennedy. one of the defendants Holds a Mortgage on the above described premises for the Sum of Seventy five Dollars. duly Executed to him by Said D. S. Loar. Fannie his Wife. Harvey Athey and. David M Loar releasing to Said J. M. Kennedy his right of Dower therein: Which Mortgage is Now due and payable by its term

"The Said Plaintiff prays that this Court Correct the title to. Delilah Loar. deceased So that it be decreed to her heirs. by David M. Loar alone as was intended by the parties thereto at the time of its Execution. and that a Writ of partition issue. and the plaintiffs interest be Set off to him in Severalty. and that he be decreed the whole real Estate as above described. Subject to Dower Estate of. David M. Loar. if the Same Can be done: If not then that Said premises be Sold according to law. and the proceeds distributed to Said D. S. Loar. Subject to the rights of Said Mortgage J. M. Kennedy, and for all proper relief in the premises

J M. Kennedy Attorney
for Plaintiff

"The State of Ohio } ss
Union County }

"J. M. Kennedy. being duly Sworn. Says he is the duly authorized Atty for Said D. S. Loar. That Said D. S. Loar is Now confined in the Ohio. Penetentiary. and is now absent from the County of Union. and that the facts and allegations of the foregoing Petition are as he believes true.

J. M. Kennedy.

Sworn to and Subscribed by Said J. M. Kennedy. before me this 1st day of. December. A D. 1899.

J. M Gaskill
Clerk of Court

(Seal)

No 7736
Waiver

"The following Waiver was attached to the Petition in this case.

"I hereby waive the issuing and Service of Summons in this action and enter My appearance herein.

Dec 1st 1899

J. M. Kennedy.

No 7736.
Precipes

"The following precipes for Summons was filed and attached to the Petition December 1st 1899. To-wit

"To the Clerk. = Issue Summons in the above case directed to the Sheriff of Licking County, Ohio. for Perry Athey and John Athey. indorsed. Partition and Equitable relief prayed for.

J. M. Kennedy, Attorney

Also Issue Summons to Sheriff of Union County. for Nellie Athey indorse Partition and Equitable relief prayed for

J M Kennedy Atty

"To the Clerk Issue Summons in the above case directed to the Sheriff of Franklin County Ohio. for David M. Loar. Fannie Loar. and Harvey Athey. indorse Partition and Equitable relief asked for.

J. M. Kennedy.

Cases to Sheriff of Union County for Nettie Athey
J M. Kennedy Attorney

No 7736 Summons.

December 1st 1899. The following Summons was issued by the Clerk of this Court directed to the Sheriff of Licking County, Ohio - To-wit:

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

"You are hereby commanded to Notify Perry Athey and John Athey that they have been Sued by D. S. Soar, in the Court of Common Pleas of Union County, and Must Answer by the 30th day of December, A.D. 1899 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 11th day of December A.D. 1899,

Witness My hand and the Seal of Said Court this 1st day of December, A.D. 1899.

(Seal)

J. M. Connell Clerk

No 7736 Sheriffs Return on Summons

"On December 4th 1899. The Sheriff of Licking County, Ohio, made the following return on the above Summons To-wit,

The State of Ohio, Licking County ss } Sheriffs. Return

| Sheriffs Fees. | $ | cts |
|---|---|---|
| Service & Return | | 40 |
| Doc & Postage | | 27 |
| Mileage | | 48 |
| Copy | | 40 |
| Total | $1 | 55 |

"Received this writ December 2nd A.D. 1899 at 8 O'Clock A M and on said 2nd Day of December A.D. 1899, I Served the Same by delivering a true Copy thereof, with all the endorsement thereon personally to the Within named defendant To-wit: John Athey, and on Said 2nd day of December A.D. 1899 I Served the Same by leaving a true Copy thereof, with all the endorsments thereon at the usual place of residence of the Within named defendant To-wit Perry Athey

G. W. Horton Sheriff
By. Wm Lemike Deputy.

No 7736, Summons

"December 1st 1899. The following Summons was issued by the Clerk of this Court directed to the Sheriff of Union County To-wit:

The State of Ohio, Union County ss } Summons
"To the Sheriff of Union County

"You are hereby commanded to notify Nettie Soar that She has been Sued by D. S Soar in the Court of Common Pleas of Union County, and Must Answer by the 30th day of December A.D. 1899 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 December A.D. 1899

Witness My hand and the Seal of Said Court this 1st day of December, A.D. 1899

Seal

J. M. Connell Clerk

No 7736 Sheriffs Return

No 7736 Summons

No 7736 Summons

No 7736
Sheriff Return

"On December 7th the Sheriff of Union County, Ohio made the following return on the above Summons, To-wit:

The State of Ohio, Union County ss

Sheriffs Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Mileage | | 32 |
| Copy | | 15 |
| Total | | 97 |

"Received this Writ Dec. 2nd A.D. 1899 at 8 O'Clock A.M. and Served Same by delivering a true and Certified Copy of this writ, With all of the endorsements thereon to Nellie Lobar, by leaving a copy with Superintendant Southard of the Union County Infirmary, which is her usual place of residence on Dec 7th 1899.

J. Ed. Robinson Sheriff.

---

No 7736
Summons

December 12th 1900. The following Summons was issued by the Clerk of this Court, directed to the Sheriff of Union County, To-wit:

The State of Ohio, Union County ss

Summons

To the Sheriff of Union County.

You are hereby Commanded to Notify Nellie Athey that She has been Sued by D.S. Lobar, in the Court of Common Pleas of Union County, and Must answer by the 13th day of January, A.D. 1900, or the Petition of the said Plaintiff will be taken as true, and judgment rendered accordingly

"You will Make due return of this Summons on the 25th day of December, A.D. 1899.

Witness My hand and the Seal of said Court this 12th day of December A.D. 1899.

(Seal)

J. N. Gosnell Clerk

---

No 7736
Sheriffs Return

On December 16th 1899, The Sheriff of Union County, Ohio made the following return on the above Summons To-wit:

The State of Ohio, Union County ss

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Mileage | | 32 |
| Copy | | 15 |
| Total | | 97 |

"Received this writ Dec. 14th A.D. 1899 at 8 O'clock A.M. and Served Same by delivering a true and Certified Copy of this writ with all of the Endorsements thereon to Nellie Athey, by leaving a Copy with Mrs Southard at the Union County Infirmary her usual place of residence on Dec 16th 1899.

J. Ed Robinson Sheriff.

---

No 7736
Summons

"December 12th 1899. The following Summons was issued by the Clerk of this Court directed to the Sheriff of Franklin County, Ohio To-wit.

The State of Ohio, Union County ss

Summons

To the Sheriff of Franklin County.

You are hereby Commanded to Notify David M. Loar, Fannie Loar, and Harvey Athey that they have been Sued by D.S. Loar in the Court of Common Pleas of Union County, and Must answer by the 13th day of January, A.D. 1900 or the Petition of the said Plaintiff will be taken as true, and Judgment rendered accordingly

"You will Make due return of this Summons on the 25th day of December, A.D. 1899

Witness My Hand and the Seal of said Court this 12th day of December A.D. 1899

(Seal)

J. N. Gosnell Clerk

No 7734
Sheriff Return

On December 25. The Sheriff of Franklin County Ohio Made the following Return on the above Summons To-wit.

The State of Ohio
Franklin County ss

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees | 8 | 00 |
| Serving Return | | 40 |
| Docket | | 20 |
| Mileage | | 40 |
| Copy. | | 60 |
| Total | $2 | 70 |

"Received this writ Dec 12th A.D. 1899. at 4. O'Clock P.M. and on Dec. 19th 1899 I Served Same by personally handing a true and duly Certified Copy of this writ with all the indorsements thereon to each of the following of the within Named defendants Fannie Loar, and Harvey Athey.

"I also on the Same Day. left a true and duly Certified Copy of this writ with all the indorsements thereon at the usual place of residence of the within Named defendant David M. Loar.

Wheeler J. Young Sheriff
By Elisha Thompson. Deputy.

---

No 7736
Answer and Cross Petition of J.M. Kennedy

On. Dec. 1st 1899. The following. answer and Cross Petition of J. M. Kennedy was filed with the Clerk of this Court. To-wit:

D. S. Loar - Plaintiff
vs
David W. Loar, et al.
Defendants

Union County. Ohio
Court of Common Pleas.
"Answer and Cross Petition of J. M. Kennedy

No 7736
Answer of Perry and John Athey

"Now Comes J. M. Kennedy. for answer and cross Petition to the above action Says that he is the owner and holder of the following Promissory Note. and for first cause of action Says.

$25.00 Marysville. Ohio August 8th 1899.

Ninety days after date we or either of us promise to pay to the order of J. J. M. Kennedy. Twenty five Dollars with Eight per cent interest after Maturity.

Signed D. S Loar
Harvey Athey.

"For Second cause of action =

Said J. M. Kennedy. Says that the following is a copy

$25.00 Marysville O. August 8th 1899

One hundred and Eighty days after date we or either of us promise to pay to the order of J. M. Kennedy. Twenty five Dollars with after Maturity at 8%

Signed D. S. Loar
Harvey Athey

"For Third Cause of Action.

"Said J. M. Kennedy says the following is a Copy of said Note

$25.00 Marysville Ohio August 8th 1899

Two hundred and Seventy days after date we or either of us promise to pay. to the order of J. M. Kennedy. Twenty five Dollars interest after Maturity at 8%

Signed D. S. Loar
Harvey Athey.

"To Secure the payment of Said Notes Said J. M. Kennedy took a Mortgage. Executed by Said D. S. Loar and his Wife Fannie. and by Harvey Athey and David M. Loar, who waived all his right of Dower on the premises described in the Plaintiffs Petition. Upon Which Mortgage was a Condition Written. That in Case default was made in the

payment of any of the foregoing Notes, then the whole becomes due and payable
"That said Mortgage was duly filed for record, on the 5th day of August, and was on the 14th day of August recorded in Book 42, Page 69, of the Records of Mortgages of Union County, Ohio.
"Plaintiff says that More than Ninety days has Elapsed Since the Execution of Said Notes and Mortgage, and No part of the Same has been paid.
"He therefore asks for a decree and Order of Sale of Said premises as upon Execution in the Event, the Same be not Sold on Partition Sale as prayed for in Said Petition and the proceeds applied to the payment of his Said Claim, and that he have Judgment against Said D S. Loar and Harvey Athey for Said Sum of Seventy five Dollars with interest at 8% from Nov 8th 1899.

J. M. Kennedy, Attorney for Plaintiff.

"The State of Ohio Union County. ss.

J M. Kennedy being duly Sworn, Says the facts and allegations of the foregoing Answer and Cross Petition are as he believes True.

J. M. Kennedy.

"Sworn to and Subscribed before me this first day of December A. D. 1899

(Seal)

J. McConnell
Clerk of Court

---

No 7736
Answer of
Perry and
John Athey

On December 24th 1899. The following Answer of Perry Athey and John Athey was filed with the Clerk of this Court. To-wit:

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

D S. Loar Plaintiff
vs
David M. Loar et al. Defendants

Answer of Perry Athey and John Athey

Perry Athey and John Athey, Two of the defendants in the above entitled action, for their Answer, Says.

"That it is true that on the 12th day of August A D. 1885, Said David M Loar George Loar and William Loar and wife, for a Valuable Consideration, Executed and delivered to the Said Delilah Loar, a deed in fee Simple for the real Estate described in the Petition, that prior to the Marriage of Said Delilah Loar She was Married to one John Athey, by whom She had the Said Harvey Athey, Perry Athey and Nettie Athey, but these defendants deny each and every other allegation to Said Petition Contained. "Wherefore defendants pray that Plaintiffs Petition be dismissed.

Smythe & Smythe Attorneys for
Perry Athey and John Athey

The State of Ohio Licking County, ss:

Perry Athey one of the defendants above Named being Sworn Says that the facts Stated and allegations Contained in the foregoing Answer, are True as he believes.

Perry Athey.

Sworn to before me, and Subscribed in my presence, This 24th day of December, 1899.

A. J. Crilly
Notary Public

(Seal)

No 7734 Demurrer

On January 2nd 1900. The following Demurrer was filed by J M. Kennedy in the office of the Clerk of this Court to wit:

David S. Loar. Plaintiff
Vs
David M. Loar et al. Defendants

Union County. Ohio. Court of Common Pleas

Demurrer.

Now comes the Plaintiff and demurres to the answer of the defendant. = and for cause says. Said Answer does not State facts sufficient to Constitute a defense to the plaintiffs Petition.

J. M. Kennedy. Attorney for Plaintiff

No 7735 Entry on Demurrer

January 24th 1900. The following. Entry on Demurrer was files with the Clerk of this Court. To-wit:

S. S. Loar
Vs
David M. Loar

Entry on Demurrer

"This day This Cause came on for hearing on the demurrer of the plaintiff. and the Court being fully advised in the premises does overrule said demurrer. to which ruling and Judgment the plaintiff excepts = Leave given the Plaintiff to amend his Petition within 10. days.

Approved Dow. Judge

No 7736 Entry

"On January 24th 1900 the following. Amended Petition was filed in the office of the Clerk of this Court. To-wit:

No 7736 Amended Petition.

D. S. Loar. Plaintiff.
Vs
David M. Loar, Fannie Loar
Harvey Athey. Perry Athey
John Athey and Nettie Athey and
J. M. Kennedy, " Defendants.

Union County. Ohio. Court of Common Pleas.

Amended Petition

"The Plaintiff says by way of amended Petition by leave of the Court first had. that he has a legal right to and the immediate possession of the undivided one fifth of the following premises hereinafter described. and is seized in fee-Simple of the Same as one of the heirs at Law. of Delilah Loar. deceased".

"That. Harvey Athey. Perry. Athey. John Athey and Nettie Athey Claim to have Each a one-fifth interest in the Same.

"Said Real Estate is Situate in the County. of Union. and State of. Ohio. and in the Township of Darby. and in the Village of. Unionville Center. and is bounded and described as. follows. To-Wit:.

"Being all of In Lot. No. 25. in Said Village. On the East Side of Rail Road St. in Said Village. Now in the Name of Delilah Loar now deceased who died on or about the 12th day of August. A D. 1897. of Whom the Said Plaintiff is the only Child of Said Delilah Loar. by Said David M. Loar. who has the right of Dower in the above. described Real Estate.

"That on or about 12th day of August A. D. 1895. Said Delilah Loar became the owner of the Said property by a deed from William Loar. and Wife.

"Said J. M. Kennedy one of the defendants holds a Mortgage on the above

described premises for the Sum of Seventy five Dollars duly presented to him by Said D.S.Loar, Fannie his Wife, Harvey Athey, and the Said David M.Loar, releasing to Said J.M. Kennedy all his rights and Expectancy of Dower in Said premises, as the Widower of Said Delilah Loar. Which Mortgage is Now due and payable by its terms.

"The Plaintiff therefore prays that a Writ of Partition issue, and the Plaintiff interest be Set off to him in Severalty, and that he be decreed his interest in Severalty, if the Same Can be done without Manifest injury to the premises, if Said Partition Cannot be Made, then that the Same May be Sold free of the Dower of Said David M.Loar, and the proceeds be distributed according to Same Subject to the Mortgage Lein of Said J.M. Kennedy and for all proper relief in the premises.

J.M Kennedy Attorney for Plaintiff.

"The State of Ohio, Union County, ss:

J.M. Kennedy being duly Sworn, Says he is the duly authorized Atty for Said D.S.Loar = That Said D.S.Loar is now Confined in the Ohio Penitentary as a Prisoner, and is now absent from the County and that the facts, and allegations of the foregoing Petition are as he believes True.

J.M. Kennedy.

"Sworn to and Subscribed by the Said J.M. Kennedy, this 24th day of January A.D. 1900.

A.H. Kallefrath
Notary Public.

(Seal)

---

No 7736 Entry

"On February, 24th A.D. 1900 the following Entry in Partition was filed in the office of the Clerk of this Court, To-wit:

"D.S. Loar
vs
David M. Loar et al

Order of Partition

"This Cause Came on to be heard upon the Petition, and pleadings and record in the Cause, and on Consideration whereof and it appearing to the Satisfaction of the Court that all, and Every of Said parties defendants have been duly Notified of the bringing, pendancy, and demand of Said action against them, as required by law, and that Said Plaintiff hath a legal right, and Estate in the premises described in the Petition as therein Set forth, and No Sufficient reason appearing, why Partition Should not be Made as prayed for in Said Petition it is ordered by the Court, on Motion of J.M Kennedy, Attorney for Said Plaintiff, that by the Oaths of Benj Robinson, S.D. Elliott, and J.P. Kettlins, Judicious disinterested freeholders of the Vicinity, upon actual View of the Premises, That Said real Estate be appraised Subject to the one Equal third part, being the Dower of Said David M.Loar, in Said premises, he being the Widower of Delilah Loar "deceased" also that Said premises, if the Same Can not be Partitioned, then the Same be appraised free of the Dower of Said David M.Loar = Also upon the like oaths of Said Benj Robinson, S.D. Elliott and J.P. Kettlins upon like actual View of Said premises Partition be Made of Said lands in the following proportions, Subject to Said Dower Estate to Said D.S. Loar, one Equal 1/5 part, To Said Harvey Athey one Equal 1/5 part To Perry Athey, one Equal 1/5 part, To John Athey one Equal 1/5 part, and to Nettie Athey one Equal one fifth part, If the Same can be done Without Manifest injury to the Value thereof, and if not, that Said premises be appraised Subject to the Dower of Said David M.Loar, also free from the Dower of Said David M.Loar, at its 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 to Come Said Dower to be assigned. and Said Partition to be Made accordingly. or Said Appraisements be Made as. prayed for.

"And on the 20th day of February. A.D. 1900. The following. Writ of Partition and Dower. 1000 issued by the Clerk of this Court. directed to the Sheriff of Union County Ohio. To-Wit:

No 7736
Writ of Partition and Dower.

Writ of. Partition and Dower.

The State of Ohio
Union County ss

"To the Sheriff of Said County= Greeting:

"We command you. that without delay. by the oaths of. Benj. Robinson S. D Elliott and J.P. Kritline you Cause to be Set off and assigned to David M. Loar. Widower of Delilah Loar 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. and State of Ohio and in the Township of Darby. and in the Village of Unionville-Center. and is bounded and described as follows To-wit:

"Being all of In Lot No 25. in Said Village. on the East Side of. Rail Road St. in Said Village. now in the Name of. Delilah Loar. Dec. "deceased": Subject to Said Dower Estate: among the persons Named herein. and in the following proportions; To-wit.

No 7736
Entry of Confirmation

"To. D.S. Loar. one Equal ---------- 1/5 Part.
"To. Harvey Athey one Equal ---------- 1/5 Part.
"To. Perry. Athey. One Equal ---------- 1/5 Part.
"To. John Athey. one Equal. ---------- 1/5 Part.
"To. Nettie. Athey one Equal. ---------- 1/5 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. both Subject to. and also free from the dower of the Said David M. Loar. 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 D.S. Loar. Plaintiff and David M. Loar et.al. are defendants. and that you proceedings in the premises. you distinctly certify under. your. hand to our Said Court forthwith.

Witness My Name and the Seal of the Court of Common Pleas at the Court House in Marysville this 20th day of. February. A.D. 1900

(Seal)

J. M. Gosnell. Clerk.

No 7736
Report of Comm

No 7736
Sheriffs Return

| Sheriff. Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Mileage | 1 | 44 |
| Executing Writ | 1 | 00 |
| Swearing Com | | 25 |
| Report of Com | | 25 |
| Return | | 25 |
| Total | $ 3 | 44 |
| Com Fees. B & Robinson | 1 | 00 |
| " " S D Elliott | 1 | 00 |
| J P Kritlins | 1 | 00 |
| Total | 3 | 00 |

Sheriffs Return

"As Commanded by the foregoing writ of Partition and Dower. I have Executed the Same by the oaths of B & Robinson S. D. Elliott. and J. P. Kritline. Causing Dower to be assigned to David M. Loar. Widower of Delilah Loar "deceased" and partition to be made of the premises in Said Writ. described and the Said Commissioners being of the Opinion that the Said premises Cannot be Divided without Manifest injury. I have Caused the Same to be Appraised. all

of Which will More fully Appear by reference to the report of the Said Commissioners herewith returned.

Given under my hand this 20th day of February A.D. 1900

J. Ed Robinson Sheriff

---

No 7736
Report of Comm

Commissioners Report

D S Loar.
against
David M. Loar et al. | Union County ss. Court of Common Pleas.
In Partition and Dower.

"According to the Command of the Writ of Partition and dower in this Case issued and on Call of the Sheriff of Said County we the Undersigned Commissioners after being first duly Sworn. And Upon actual View of the premises we are of opinion that the Said Lands can not be divided without Manifest injury, and we do Estimate the Value of the Same. Subject to the Said Dower Estate at $117.00.

free from dower. $175.00.

Given Under Our hands this 20th day of February A.D. 1900.

B. L. Robinson
S. D. Elliott
J. P. Kittles | Commissioners

---

No 7736
Entry of Confirmation

D S Loar
vs
David M. Loar et al | Decree of Confirmation | Feb 20th 1900

Entry.

"On Motion to the Court by the Plaintiff and upon producing the return of the Sheriff, and the report of the Commissioners heretofore appointed herein, and the Same being Examined by the Court and found in all respects Correct and in Conformity to law, and the former orders of this Court, the Said proceedings and report are hereby Approved and Confirmed and it further appearing to the Court that Said David M. Loar is entitled to Dower in Said premises, and that and that the Same could not be assigned by Metes and Bounds, and that Said David M. Loar had assigned all of his right of Dower to J. M. Kennedy by Mortgage Deed Set up in Said J. M. Kennedys Answer and Cross Petition; and it appearing to the Court that Nellie B. Elliott one of the defendants has Elected to take the Said Estate at its Appraised Value and has paid to the Sheriff, the whole appraised Value of Said Estate to-wit: ($175.00). One hundred and Seventy five Dollars the Same being the amount of Said appraised Value free of the dower of Said David M. Loar Said David M. Loar by his assignee J. M. Kennedy, Waiving the assignment of dower, and elect to take in Money, and the Appraisers heretofore appointed found by actual View the Appraised Value of Said dower to be $58.00. The Court finding Said Mortgage of Said J. M. Kennedy to be a lien thereon

"The Court Now Coming to the distribution of Said Estate finds that the Cost of Said action including an Attorneys fee to J. M. Kennedy for Services herein amount to ($56 88/100) Fifty Six and 88/100 Dollars.

"It is therefore ordered by the Court that the Sheriff pay to the Treasurer of Union County the Tax upon Said property Taxed at $3.57

"Secondly to the Clerk of this Court the Costs of this action including Counsel fee the Sum of $56.88

"Third out of the respective Shares of David M. Loar, S. D. Loar and Henry

---

of Partition and
tion of B & L Robinson
dower to be assigned
deceased" and
said Writ, described
the Opinion that
without Manifest
Appraised, all

Court of Common
this 20th day

ell, Clerk.

---

Rail Road St.
Subject to Said
properties; To-wit.
1/5 Part.
1/5 Part.
1/5 Part.
1/5 Part.
1/5 Part.
his is can not
due thereof, you
the dower of the
Court of Common
tion for Partition
oar et al, are
distinctly entitle

the Amount found due on the Mortgage of J. M. Kennedy amounting to. $76.00
"Then to Nella Athey the Sum of ---------- $ 11.51
"Then to Perry Athey the Sum of ---------- $ 11.51
"Then to John Athey the Sum of ---------- $ 11.51
"the Same being their distributive Shares.
"the above will leave to David M. Doan a balance of ---------- $ 5.52
"the Court further coming to the Mortgage of Said J. M. Kennedy against Said D. S. Doan. Harvey Athey and David M. Doan do find the Same to be the first and best lien on their respective interest in Said premises. and order the Same paid out of the Money arising from their respective Shares as above ordered in distribution.

---

"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 27th day of February in the year of our Lord. One Thousand. Nine Hundred.

"Be it remembered that heretofore. To-wit: on the 25th day of May. A.D. 1899. Robert. McCrory. Executor of John Crotinger deceased filed in the Clerks office of the Said Court of Common Pleas. the following Petition against. Ollie Page et al. To-wit:

No 7668
Petition

Robert McCrory. Executor of John Crotinger Plaintiff
vs
Ollie Page and Frank Page her husband ---- Defendants

Court of Common Pleas. Union County. Ohio.
Petition
To. Foreclose Mortgage &c.

"Plaintiff Says. That on or about the day of February A.D. The Said John Crotinger. late of the County of Union. and State of. Ohio. died testate. and that the plaintiff. is the duly appointed. qualified, and acting Executor of Said John Crotinger deceased a duly certified Copy. of the Will of Said John Crotinger. with the letter of Executorship is hereto attached. Marked "A"

"For a first Cause of action against the defendants the plaintiff. Says:

"That there is due to him as Such Executor. from the Said Ollie Page. on the promissory Note of Said Ollie Page. the Sum of Seven Hundred Dollars. with interest from the 18th day of November. A.D. 1894. of which promissory Note the following is a Copy. with all the Credits and indorsments. To-wit:

$700.00 November 13th. 1894.

"One year after date. I promise to pay. to the order of John Crotinger. Seven Hundred. Dollars. at. Six per Cent interest from date. payable annually. Value received.
(Signed) Ollie Page.

"There are No Credits or endorsments. on Said Note.

Second Cause of Action

"And for a further Cause of action. the plaintiff Says. that. to Secure the payment of the above described promissory Note. according to effect and tenor thereof. the Said Ollie Page. together with her husband. the defendant Frank Page, duly Executed and acknowledged, and delivered to the plaintiff their certain Mortgage deed. bearing date on the 18th day of November A.D. 1894. and thereby Conveyed to the plaintiff. in fee-Simple. freed from all rights

including that of dower of the said Frank Page, in and to the same, the following described lands and tenements, situate in the County of Union, State of Ohio, and Township of Jerome, To-wit:

"Being part of Surveys No. 419, and 5417; Bounded and described as follows, To-wit:

"Beginning at a Stake in the center of the Marysville and New California Gravel Road, easterly corner to lands of Dibby Conklin; Thence with the Southerly line of said land, S. 59. deg. 45. Min W. 104. 22/100 poles to a Stake, Southerly corner to said Conklin land, and in the line of John Crotinger's land; Thence with said line, S. 28. deg. E. 57. 7/100 poles to a Stake corner to lands of John Koerner; Thence with said Koerner's line N. 54. deg. 30. Min E. 124. poles to a Stake in the center of the said Gravel road; Thence with said Gravel Road, N. 46. deg. W. 56. poles to the beginning. Containing 37. 45/100 acres More or less.

"Said deed was delivered to the Recorder, in the Recorders office of said County on the day of 1894, at O'clock M. and was duly recorded in Book, Vol. 34, Page 118.

"The said deed of Mortgage has a condition thereunder written, that, in case said Ollie Page, Should pay, or cause to be paid said promissory Note when the same Should become due, then said deed Should be void, otherwise to be and remain in full force.

"That said Ollie Page has Wholly failed to pay said promissory Note, or any part thereof, and the same is past due, wherefore said deed of Mortgage has become absolute.

"Third Cause of action:

"And for a third cause of action, this plaintiff says; that there is due to him as such Executor, from the said Ollie Page, the Sum of, Three Hundred, and fifty Dollars, with interest from the 13th, day of November, A.D. 1894, of which promissory Note the following is a copy, with all the Credits and indorsements, To-wit:

$350.00 November, 13th 1894.

"On January, 1st 1896, after date I, promise to pay to the order of B. Kenton Three Hundred and Fifty Dollars, at 6 per cent. from date.

(Signed) Ollie Page.

(The Signature is partly Torn from this note)

"There are no Credits or indorsements on this note.

"Fourth Cause of Action:

"Plaintiff says: That there is due to him as such Executor from the said Ollie Page, upon a Certain promissory Note, the Sum of, Three Hundred and Fifty Dollars, with interest from the 13th day of November, A.D. 1894, of which promissory Note the following is a copy, with all the Credits and indorsements, To-wit.

$350.00 November 13th 1894.

"On January, 1st 1897, after date, I promise to pay to the order of B. Kenton Three Hundred and Fifty, Dollars, at 6, per cent, from date, hereof

(Signed) Ollie Page.

(The Signature is nearly all torn off) This note is indorsed on the back thereof by "B. Kenton "There are no Credits on this Note.

"And for a fifth cause of action; Plaintiff says, that to Secure the payment of the above two said Notes, all dated on the 13th, day of November, A.D. 1894, and Made by said Ollie Page, payable to the order of B. Kenton, according to the tenor thereof, the said Ollie Page Together with her husband, the defendant, Frank Page, duly executed, and acknowledged, and delivered to the said, B. Kenton, the said Frank Page, joined with her in their Certain Mortgage deed bearing, date on the 13th, day of November A.D. 1894, Thereby Conveyed to the said, B. Kenton, in fee-Simple free from all rights including that of dower, of the said Frank Page in and to the same the following lands and tenements Situated, in said County of Union, State of

Ohio, and Township of; The Said lands and tenements heretofore described herein in the Second Cause of action in this Case.

"Said deed was delivered to the Recorder, in the Recorders, Office of Said County, for record according to law, on the 13th. day of November, 1894, at O'Clock M. and was duly recorded in Vol. 34. Page 112.

"The Said deed of Mortgage had a Condition thereunder Written that in Case Said Ollie Page Should pay. or Cause to be paid, Each of Said promissory Notes when and as they respectively became due, then Said deed Should be Void, otherwise to be and remain in full force

"That the Said Ollie Page failed to pay Said two Promissory Notes, or any part thereof. when the Same became due (but Said John Crotinger. paid B. Kenton, the full amount of Said Notes) and has Still wholly failed to pay the Same, or any part Thereof to the Said John Crotinger or to the Said Plaintiff. as Such Executor of Said Will.

"This plaintiff, as Such Executor. further Says; that the two Said Note Set up in the 3rd. and 4th. Causes of action herein, was given by the Said Ollie Page to the Said B. Kenton, in payment of the two defered installments of the purchase Money of Said described premises, and that the Mortgage given by her to Secure the Same, was the first Mortgage on Said premises

"That the Said Note of $700 given by Said Ollie Page to the Said John Crotinger, "deceased"; and Secured by the Said Mortgage as Set out in the First. and Second Causes of this action, was for Money borrowed of the Said John Crotinger by the Said Ollie Page, to Make the First payment on the Said described premises.

"And Said Mortgage Securing the Said $700. Note. was the Second Mortgage on Said premises.

"This Plaintiff, as Such Executor further Says;= That when the Said described two $350. Dollar Notes became Severally due and payable. to Said B. Kenton, that the Said Ollie Page. Wholly failed. and refused to pay the Same, or any part thereof, but that to Save Costs and damage. and to protect his Security for his promissory Note of $700. with its interest, as aforesaid by his Mortgage herein, Said John Crotinger. paid off. Said two first Mortgage Notes of. $350. each, with their interest in full to Said B. Kenton, and took the assignment to himself of Said Notes with the Mortgage Securing the Same, as his indemnity for Said payments. and to protect his Security, as aforesaid

No 7668 Precipe for Summons.

"Sixth. Cause of action

"And for his Sixth Cause of action. Plaintiff as Such Executor Says; That the Said John Crotinger. deceased; did in his lifetime, to protect his own lien on Said described premises. pay the Taxes assessed against Said described premises, for the years. 1895.- 1896- and 1897. as follows- To-Wit;

No 7668 Summons.

| | | | | |
|---|---|---|---|---|
| "January. | 7th. | 1895. | Paid to Treasurer of Said County. --- ------- | $ 7.68 |
| "June | 25th. | 1896 | Paid " " " " " -------- | $ 7.26 |
| "Dec. | 14th. | 1896 | " " " " " -------- | $ 8.30 |
| "May | 25th. | 1897 | " " " " " -------- | $ 8.30 |
| "Feb. | 5th. | 1898 | " " " " " -------- | $ 7.39 |
| "May | 19th. | 1899 | " " " " " -------- | $ 7.38 |

"This Plaintiff Says that Said Ollie Page has not paid to Said John Crotinger Said Taxes So by him paid. on Said described premises. Nor any part. of Said Taxes and that this Plaintiff as Such Executor is entitled to a judgment for Said Several payments So made with interest on each Several payments from the date hereof. and that the Same be made a first

lien upon said premises in the Petition described

"Said Tax receipts Marked Exhibit B-C-D-E-F-G-, are hereto attached and made a part of this Petition

"Whereupon, Plaintiff as such Executor, asks judgment against said defendant Ollie Page,

"First= For the Sum of Seven Hundred Dollars, with interest at the rate of Six per Cent per annum, payable annually, from the 18th day of November A.D. 1894,

Second= For the Sum of Seven Hundred Dollars, which Sum of Money is represented and Set forth, in the Third and Fourth Causes of action Set up in this Petition, with interest on the said $700, at the rate of Six per Cent per Annum, from the 18th day of November A.D. 1894,

Third= For the Sum of $46.31. the Sum of Several payments of Taxes, as hereto fore Set forth, With the interest of each Several payment from the date that it is Shown to have been paid to said Treasurer,

"And that said premises be Sold, as upon Execution, to Satisfy, Plaintiffs said Mortgage indebtedness from said Ollie Page, and the judgment by plaintiff so to be obtained:= and that this plaintiff as Such Executor of said will, and for and on behalf of said estate of John Crotinger "deceased; be Subrogated to all the rights and Securities of the said Creditor B. Kenton, for Generation of his debt against Said Ollie Page, out of the proceeds of the Sale of said premises, and for Costs and all proper relief.

Robt. McCrory. Attorney

"Robert. McCrory, being duly Sworn. Says. that he is the duly appointed and Qualified, and acting, Executor of the Will of John Crotinger "deceased; and that the facts Stated and allegations made in the foregoing Petition are as he believes true.

Robt McCrory.

"Sworn to by said Robert. McCrory, and by him Subscribed in my presence this 25th day of March. A.D. 1899.

(Seal) J. McConnell Clerk of the Court of Common Pleas.

---

On May. 25th A.D. 1899. The following Precipe was filed in the clerk office to-wit

No 7668
Precipe for Summons.

To Clerk:=

Issue Summons directed to Sheriff of Union County for Ollie Page and Frank Page returnable according to law:- Indorse: Foreclosure of Mortgage for $700, with interest from Nov 18th 1894. For two $350. Notes with interest from Nov. 18th 1894,- and for $46.31 Taxes as paid on said land. with interest on the same payments from their date of payment

Robt. McCrory Attorney for Estate.

---

No 7668
Summons.

"March 25th 1899. The following Summons was issued to the Sheriff of Union County to-wit

The State of Ohio, Union County } Summons.

To the Sheriff of Union County:

You are hereby Commanded to Notify Ollie Page and Frank Page That they have been Sued by Robert McCrory, Executor of John Crotinger "deceased" in the Court of Common Pleas of Union County, and Must answer, by the 22nd day of April A.D. 1899, 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 April A.D. 1899.

Witness my hand, and the Seal of said Court, this 25th day of March A.D. 1899.

(Seal) J. McConnell Clerk

---

No 7668
Sheriff Return on Summons

On March 29th 1899. The Sheriff of Union County, Ohio Made the following return to this office of the above Summons, To-wit

The State of Ohio } ss
Union County }

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | 1 | 12 |
| Copies | | 30 |
| Total | $ 2 | 07 |

"Received this writ March 27th A.D. 1899. at 8. O'Clock A.M. and Served Same by delivering a true and certified Copy of this writ with all of the within endorsments thereon To Frank Page personally. To Ollie Page by leaving a Copy at her usual place of residence on March 29th 1899.

J. Ed. Robinson Sheriff.

No 7668
Motion

"April 29th 1899. The following Motion was filed in the office of the Clerk of this Court To-wit:

Robert Mc. Crory as Executor of John Crotinger "Deceased"
Plaintiff
Against
Ollie Page and Frank Page
Defendants.

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

Motion

"And Now Comes the Said defendants and moves the Court to require the plaintiff to Set forth the Nature of the assignment of the Notes and Mortgage from B. Kenton to Said John Crotinger as Set forth in the fourth, fifth and Sixth Causes of action in his Petition, together with a Copy, there of in Writing.

John M. Brodrick Attorney for Defendants

No 7668
Reply.

No 7668
Answer.

"July 14th, 1899. The following Answer was filed with the Clerk of this Court to wit:

Robert Mc. Crory, Executor of the last Will and Testament of John Crotinger "deceased"
Plaintiff
vs.
Ollie Page and Frank Page.
Defendants

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

Answer

"And now Come the Said defendants and for their answer to Plaintiffs Petition herein Says:

"First Defense:- For their first defense Said defendants Say that they admit the Making, and delivering of the note to Said John Crotinger, as Set forth in the first Cause of action in Said Petition; that the Same was given for Money borrowed of Said John Crotinger, to Make the first payment on Said premises described in Said Petition:- Defendants also admits the Execution and delivery of the Mortgage Set forth in the Second Cause of action in Said Petition, and defendants deny Each and Every allegation in Said Petition contained Not herein Specifically admitted.

Second-Defense: Further answering Said Petition, Defendants, Say, that the Said Defendant, Ollie Page is the Daughter of, Said John Crotinger "deceased" and that through the Urgent Solicitation, and persuasion of Said John Crotinger, She purchased Said premises from one, B. Kenton, That Said John Crotinger Conducted all the Negotiations with Said, B. Kenton, and Made the purchase thereof for Said defendant

Ollie Page: That immediately on the transfer of the possession of said premises from said B. Kenton to said Ollie Page, said John Crolinger take possession and absolute control of more than one half thereof, and required said defendants to turn over to the full one half of the proceeds of the remainder of said premises up to the time of the death of said John Crolinger, and that said John Crolinger so insisted upon said use and occupation of said premises and the turning over to him of the proceeds thereof for the purpose of repaying himself for the purchase Money thereof: That the Value of the Crops so raised and the products received by said John Crolinger were reasonable of the Value of all Money paid by him for said defendant including the interest on the Note so set forth in said first Cause of action, So that all said defendants are defendants are indebted to Plaintiff in the said Seven Hundred Dollars with Six per cent interest from the date of the death of said John Crolinger, which they are ready able and willing to pay, on the final hearing hereof.

John M. Kendrick Attorney for Defendants.

The State of Ohio } ss
County of Lucas }

"Ollie Page one of said Defendants being Sworn Makes Oath that the facts Stated in the foregoing answer are as affiant believes True

Ollie Page.

"Sworn to by said Ollie Page before me and signed by her in my presence this 14th day of July, 1899.

(Seal)

J. M. Gosnell Clerk of Court

"On December 26th A.D. 1899 the following reply was filed in the office of the Clerk of this Court to-wit:

No 7668
Reply

Robert McCreary as Executor of John Crolinger - Plaintiff
vs
Ollie Page and Frank Page
Defendants

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

Reply

"Now Comes the said plaintiff and for his reply to the Second defense Set up in the answer Says.

"He admits that the said Ollie Page is a daughter of said John Crolinger, and that She bought the land in the petition set forth of B. Kenton, and that her father assisted her in making the negotiations therefor.

"This Plaintiff further Says that he admits that the said John Crolinger received Some portion of the proceeds of said lands in his life time, but this plaintiff Says that the said John Crolinger in addition to paying the Taxes on said lands as Shown in the Petition, also Made improvements on said lands by ditching and fencing and ordinary repairs, and Plaintiff avers that the net proceeds of said lands received by said John Crolinger after paying for improvements and repairs did not exceed the Value of Two Hundred Dollars.

"That the said Sum of Two Hundred Dollars should be first applied to the payment of the Taxes on said lands and the interest on the notes set up in the Petition as first Mortgage Notes and the Sum due on the first Mortgage note, and this Plaintiff have Judgment and order of Sale for the balance as prayed for in the Petition

"Plaintiff denies each and every allegation in the said Second defense not herein Expressly admitted.

Robert McCreary, Cameron & Cameron Attorneys for Plaintiff.

The State of Ohio, Lucas County, SS:

"Robert McCreary, Plaintiff, being first duly Sworn Says the facts

Stated in his reply, are true as he believes

Robt. McCreary.

"Sworn to before me and Signed in my presence, this 28th day of December, 1899.

(Seal)

J. M. Gosnell
Clerk of Court

---

No 7668 Entry

"On February, 27th 1900, the following Entry was filed with the Clerk of this Court. To-wit:

Court of Common Pleas, Union County, Ohio.

Robert McCreary Executor of John Crotinger "deceased" Plaintiff

vs

Ollie Page and Frank Page Defendants

Entry

"This day this cause came on to be heard by the Court upon the Petition of the Plaintiff, the answer of the defendants, and reply of the Plaintiff thereto, and the Evidence, and the Court having heard the Proofs and evidence adduced by the Parties respectively, and being fully advised in the premise doth find

"First:- That all and Singular the Statements Contained in the first, and Second Causes of action in said Petition to be true.

Second- That there is now due to the Plaintiff from the said defendants, Ollie Page and Frank Page, upon the Promissory Note in the First, and Second Causes of action Set forth in Plaintiffs Petition, the Sum of $942.25 which is entitled to draw Interest from the first day of the present Term, to-wit January, 18th 1900.

"Wherefore it is adjudged by the Court, that the Plaintiff herein recover, aainst said Ollie Page and Frank Page the said Sum of $942.25 together with his Costs in this behalf Expended and Taxed at $ for which Execution is awarded.

"And it is further ordered by the Court that unless the defendants, Ollie Page and Frank Page pay or cause to be paid said above adjudged Sum of Money to the Plaintiff within Ten 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 paid to the Plaintiff

"And as to the 3rd - 4th - 5th and 6th causes of action set forth by Plaintiffs Petition, against said defendants, Ollie Page and Frank Page;- The Court finds in favor of the said defendants,

"Wherefore it is adjudged by the Court, that the said Third, Fourth, Fifth and Sixth causes of action in said Petition be dismissed.

"To which finding and judgment of the Court as to the 3-4-5- and 6- causes of action the Plaintiff Excepted, and gave Notice of Appeal.

"Attest J. M. Gosnell Clerk

---

No 7714 Petition

"Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow Judge of Said Court, of the Term of January, To-Wit; on the 8th day of January in the year of our Lord, One Thousand Nine Hundred.

"Be it remembered that heretofore, to-wit: on the 8th day of September A.D. 1899, The Union Central Life Insurance Company filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Alfred Scott, et.al. To-Wit:

No 7714
Petition

The Union Central Life Insurance Company - - - - - - - - - - Plaintiff

Vs

Alfred Scott Lydia Scott, James H. Roney, Rebecca Roney, A. Cameron, T. T. Arthur, as administrater of S Johnson "deceased" A.B. Robinson, as Executor of J.W. Robinson "deceased" The First National Bank of Delaware Ohio, John H. Wood, Darius Mc Intire S.M. McCloud, Bank of Marysville, Ohio and the Toledo and Ohio Central Railway Company - - - - Defendants,

Court of Common Pleas:
Union County, Ohio

Petition

"Plaintiff, the Union Central Life Insurance Company, Says, that it is a Corporation, duly organized, and Existing Under the laws of Ohio, and having its home Office, and principal place of business in the City of Cincinnati in the State of Ohio.

"That on or about the 11th day of June A.D. 1887 Said defendants Alfred Scott, and Lydia Scott his wife, James H. Roney, Rebecca Roney, his Wife for the purpose of Securing an indebtedness of $882.40/100 with interest to accrue as hereinafter described - Executed and delivered to this plaintiff the Union Central Life Insurance Company, their Certain Mortgage due of that date, thereby, Conveying to its Successors, and assigns, forever the following described Real Estate To-Wit:

"Being part of Beginning at a Stone in the South Line of Said Survey No 5390, and Southwest Corner to Mary M. Newlove's land; Thence with Said Survey line South 82° West, 114 3/5 poles to a Stone Southwest Corner to a lot of land Containing 7, acres Conveyed by W.S. Lee to Henry N. Amerine Jan. 21st 1879; Thence with the West line of Said lot of land North, 9° West, 62 50/100 poles to a Stone Corner to Said lot in the Center of the road; Thence with the Center of the road North 88½ deg. E. 26 90/100 poles to a Stone Corner of a lot of land Containing 20. acres, Conveyed by Martha E. Barnett to Henry N. Amerine Jan 11th 1879; Thence with the West line of Said lot, North 7½ deg. West, 83½ poles to a Stone Northwest Corner to Said lot in the South line of the Elijah Wolford farm; Thence with the South line of Said farm, and Continuing with the line of Addison Lee's land, North 82° E. 88 90/100 poles to a Stone at the Northwest Corner of Said Mary M. Newlove's land; Thence with the West line of Said land, South 7½ deg. East 146 poles to the Beginning, Containing Ninety one acres More or Less.

"The Said Mortgage has a Condition therein Written providing as follows, Provided Nevertheless that if the Said James H. Roney and Alfred Scott Shall well and truly pay, or cause to be paid to the order of the Said, The Union Central Life Insurance Company, their Certain Promissory Notes (with interest Coupon Notes Attached) dated as hereinafter Mentioned with all installments of interest thereon according to the tenor and Effect thereof with the Condition that if any installment of interest or any part thereof Shall become due and be unpaid, or in case the Taxes on Said property Shall at any time be returned delinquent or if Insurance exceeding $650.00 in Value Shall be Cut on Said premises without their Consent of the Grantee in Writing Signed by its Treasurer, they forfeit the whole amount

principal and accrued interest shall at the option of the said The Union Central Life Insurance Company, or the legal holders of said Notes become immediately due and payable, and this Mortgage may be foreclosed accordingly, Which said Notes are described as follows, Namely: and principal Note, principal, Five, from date for $3829.40/100 with interest at Seven per Cent. per annum until paid, payable annually, according to Six interest Coupon Notes of even date with said principal Note, and attached thereto, all of said Notes are dated at Marysville O. May, 16th 1887, and made payable to the said The Union Central Life Insurance Company, or order, and signed as follows, James H. Roney, Alfred Scott, Then these presents shall be void.

"That these parties refered to in the above conditioned parties of the first part, are said defendants, James H. Roney, Rebecca Roney, his wife, Alfred Scott Leydia Scott his wife and the party refered to therein as the party of the second part, is the Plaintiff, The Union Central Life Insurance Company.

"That said Mortgage executed and delivered as aforesaid was on the 15th day of June, A.D. 1887, at 11 O'clock A.M. duly left for record in the Office of the County Recorder, in and for County of Union, Ohio, and was afterward by him recorded in Book 24 Page 327, of the Mortgage Records of said County of Union, Ohio, and the Plaintiff avers that the unpaid indebtness secured by said Mortgage due and is a valid and subsisting, and the first and best lien on the Real Estate in the Petition described.

"Plaintiff further avers that at the principal Note for $3829.70 refered to the above condition is in the Words and figures following, To-wit:

$3829.70 Marysville Ohio, May, 16th 1887.

Five years after for Value received we promise to pay to the order of, The Union, Central Life Insurance Company, of Cincinnati Ohio: Thirty Eight Hundred and Twenty Nine 40/100 Dollars, with interest at the rate of Seven per Cent per annum from date Until paid, payable Annually, on January, first of Each year, Excepting the last installment, Which Shall be due and payable with the principal: The principal and interest to be paid at the Home Office of said Company, at Cincinnati, Ohio, Interest Coupons, are herewith attached and with principal Note, are secured by Mortgage Deed: Post Office Address: Collect at Bank of Marysville

No 2981 Marysville Ohio. James H. Roney
Alfred Scott.

"The Credits on said Note is as follows: Received on the within Note May, 16th 1887, $317.57/100 = Interest paid to January, 1st, 1899.

"That interest accruing on said principal Note to Jan 1st 1899, has been paid

"That on the 16th day of May, 1899, there became due and payable on said principal Note the Sum of $92.37 one of the Several Coupon Notes given for the said interest on said principal Note of Which the following is a true Copy.

$92.37 Marysville O. April 8th, 1892.

On ~~the~~ of May, 16th 1899, We promise to pay to the order of, The Union Central Life Insurance Company, Cincinnati, Ohio Ninety two and 37/100 Dollars, at the Home Office of said Company, in Cincinnati Ohio, being the interest due on the principal Note of $3511.33 (bal) of even date herewith, the amount hereby, is to bear interest at the rate of 8 per Cent. per annum, after Maturity, Value Received.

"Address Marysville Ohio: Collect at Bank of Marysville

"Bank with Exchange

Alfred Scott
Leydia Scott,

"That on the 16th day of May, 1899, There became due, and payable on said Note

$92.87 being the semi annual interest on said Note accruing between the first day of January, 1899, and the first day of July, 1899. That was no part of said sum of $92.87, and by reason of having failed and neglected to pay the balance due on said principal Note of $3511.87 when the balance owing on said principal Note, together with said Coupon Note for $92.87 has by the Selection of this plaintiff, and according to the terms and conditions of said Mortgage become due, and is due and payable. Whereby the Conditions Contained in said Mortgage deed have been broken and the same has become absolute.

"That there is due and owing the Plaintiff from said Defendants Alfred Scott and James H. Roney, on said Note, and Mortgage $3511.87 with interest at 7. per Cent from July 1st 1899, and $92.87 with interest at 8. per Cent from July 1st 1899.

"Plaintiff Says that the other defendants Named and interpleaded herein, Claim Some interest a lien holder against the real Estate described herein, and further avers that That the interest of each and all of said defendants in said Real Estate if any is inferior or Subordinate To Plaintiffs rights therein under said Mortgage, and Plaintiff prays that each and of said defendants Named in this Petition be Served with a Summons herein, and be Compelled to Set up their respective liens or interest in said real Estate or be forever barred and Cut off from asserting the same.

"Wherefore Plaintiff Prays That this Court May take into account its said Note and Mortgage: find the amount due it thereon, and declare the same to be the first and best lien on the real Estate described in the Petition; That the Court may order said real Estate Sold as upon Execution at law, free from any and all interest of any of said defendants herein, and that out of the proceeds arising from such Sale, after the payment of Taxes on said real Estate, and the legal Costs incident to this proceeding, the amount so found to be due Plaintiff, on its Notes and Mortgage, may be Next in full from said proceeds, and for such other and further relief as may be just and proper.

D W. Ayers Attorney
for Plaintiff.

State of Ohio
Union County } ss

"D W. Ayers being first duly Sworn on oath Says that he is Attorney of Plaintiff, the Union Central Life Insurance Company, duly authorized in the premises, That said Plaintiff is a foreign Corporation and that the facts Stated and allegations Contained in the foregoing Petition are as he believes, true.

D. W. Ayers

"Sworn to before Me by said D W. Ayers and by him Subscribed in my presence, this 8th day of September 1899.

J. H. Gosnell
Clerk of Court.

(Seal)

---

. on September 8th 1899 the following Waiver of Service of Summons was filed in the Clerks office of this Court, to-wit.

"We the Undersigned defendants in the above entitled action hereby waive the issuing and Service by Summons and time for answering herein and Voluntarily enter our appearance in the above this 8th day of September 1899

Alf Scott
Lydia Scott
Rebecca Roney
J H Roney
F. T. Arthur adm'r
of Johnsons Estate
John H. Wood

A B. Robinson.
Executor of the Will
of J. W. Robinson, deceased.
A. B. Robinson
First National Bank
C. B. Paul President
S. H. McClelland.

The Bank of Marysville
Per W. C. Mullington Cash
Toledo, Ohio Central
Railway Co. by
Robinson & Woodburn

7714
Entry

September 15th 1899. The following Entry was filed in the Clerks office to-wit.

The Union Central Life Insurance Company
vs
Alf Scott, et al.

Court of Common Pleas, Union County, Ohio.

"This day A B. Robinson Made a Motion to be made a party defendant in this action which Motion was granted
"It is therefore ordered that A.B. Robinson be Made a party defendant in this case with leave to file Cross Petition imediately.

No 7714
Entry

On September 15th 1899, The following Answer and Cross. Petition of A.B. Robinson was filed with the Clerk of this Court. to-wit:

7714
Ans & Cross Petition of A.B. Robinson

The Union Central Mutual Life Insurance Co. Plff
vs
Alf Scott and Other. Defts

Court of Common Pleas, of Union County, Ohio.

Cross Petition of A.B. Robinson

The Said defendant A.B. Robinson for answer and Cross Petition Says that on the 16th day of April, 1896, The Farmers Bank of Marysville Ohio obtained a Judgment in this Court of Common Pleas of Union County, Ohio for the Sum of Twenty four Hundred and two and 56/100 Dollars, and $11.00 Costs of Suit against the defendant Alf Scott as principal and John H. Wood, S.H. McC & Cond. and James M. Robinson as Sureties. and the Same became a Judgment lien on all the interest of Said Scott in the land described in Plaintiffs Petition. to-wit: the undivided one half thereof, which Judgment draws interest at 8. per Cent per annum and Still remains a lien on Said Real estate: and on the Same 16th day of April, 1896, a writ of Execution issued on Said Judgment to the Sheriff of Said Union County, who on the Same day, levied on Said lands as the property of Said Scott, to Satisfy Said Judgment.

"That Said Farmers Bank for a good and Valuable Consideration duly assigned Said Judgment to A.B. Robinson who holds the Same, and is the owner thereof

"That there has been paid on Said Farmers Bank Judgment the following payments.

| | |
|---|---|
| "Dec. 15th 1896 | $ 702.32 |
| "Feb. 28th 1897 | 33.59 |
| "Sept 11th 1897 | 408.50 |
| "Oct. 17th 1897 | 582.48 |
| "March 28th 1899 | 69 05 |

"That there is now due Said A.B. Robinson as assignee of Said Judgment and Still unpaid the Sum of Nine Hundred and Seventy Seven and 76/100 Dollars with Interest at 8. per Cent from March 28th 1899, Which amount is a Valid lien on Said Land, and has been from April 16th 1896.

"Therefore Said A.B. Robinson asks for finding of the amount due him on Said Judgment, and that his interest herein be protected and that the proceeds of the Sale of Said Land be applied to the payment of his Said Judgment, and interest and other, and further relief as is right and proper.

A.B. Robinson.

No 7714
Pleas for order of Sale

The State of Ohio
Union County } ss

A.B. Robinson being first duly Sworn Says that the Statements of the foregoing Cross Petition are true as he believes

A.B. Robinson

Sworn to before me by A.B. Robinson and by him Subscribed in my presence this 15th day of September 1899.

(Seal) J. M Bonnell Clerk of Court

On September 20th 1899. The following Entry was filed with the Clerk of this Court, To-wit

No 7714 Entry

The Union Central Life Insurance Company. Plaintiff

vs

Alfred Scott, Lydia Scott, Jarvis H Ronay, Rebecca Ronay, et al. Defendants

Court of Common Pleas: Union County. Ohio.

Entry

"This Cause Coming on for hearing, on the Petition of Plaintiff and the answer of A.B. Robinson, and the evidence. The Court find that the defendants herein have waived the Service by Summons, and time for answering and that (Except A.B. Robinson) they are in default for answer and demurer, and that the allegations of the Petition are thereby confessed by them to be true- and that there is due the Plaintiff from the defendants Alf Scott and J.H. Ronay on their promissory Notes set forth in the Petition the Sum of $3511.89 with interest at 7 per cent. from July, 1st 1899. and $92.87 with interest at 8. per cent. from July, 1st 1899.

"The Court further find that in order to Secure the payment of said Notes, the said Alf Scott and J.H. Ronay, and Lydia Scott and Rebecca Rona their wives executed and delivered to the said The Union Central Life Insurance Company, the Plaintiff their Certain Mortgage as in the Petition described, and on the premises therein described, that the said Mortgage was duly recorded in Book 24, Page 827, of the Records of Mortgages of Union County and is a good and Valid lien on the premises described in the Petition and that the conditions in said Mortgage have been broken.

"It is therefore considered by the Court that the Plaintiff recover from the defendants The Sums of $3511.89 with interest at 7. per cent from July, 1st 1899. and $92.87 with interest at 8. per Cent from July, 1st 1899. and a Total of $3685.87 and its Costs herein expended.

"And it is further adjudged and decreed that unless the defendants Alf Scott and J. H. Ronay, shall within three days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the Costs of this Case, and to the Plaintiff herein the Sums so found due as aforesaid with interest on $3511.87 at 7. per cent from the first day of July, 1899. and $92.87 with interest at 8. per Cent. from July, 1st 1899. 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 proceeding to this Court for further Order.

D W. Ayers Attorney for Plaintiff.

No 7714 Precipe for order of Sale

On November, 4th 1899. The following Precipe for order of Sale was filed in the office of the Clerk of this Court To-wit:

The Union Central Life Insurance Company vs Alf Scott, et al.

Precipe

Clerk

Issue order of Sale in the above case to the Sheriff of Union County, Ohio, returnable according to law.

D W. Ayers Atty for Plaintiff

No 7714
Order of Sale

And on the 4th day of November A.D. 1899. The following Order of Sale was issued by the Clerk of this Court, directed to the Sheriff of Union County, Ohio. To-wit.

The State of Ohio, Union County ss } Order of Sale

"To the Sheriff of Said County - Greeting.

"Whereas at a Court of Common Pleas holden at the Court House in Marysville in Said County of Union on the 20th day of September 1899, The Union Central Life Insurance Company, obtained a Judgment and decree against Alf Scott and J. H. Roney, and Lydia Scott and Rebecca Roney their wives for the Sum of $3511 92/100 and 92 97/100 Dollars, and Seventeen Dollars, Cost of Suit.

"And Whereas it was then and there by Said Court, ordered, adjudged, and decreed" that the Said Alf. Scott and J. H. Roney, et al, within three days from the 20th day of September A.D. 1899, pay unto the Said The Union Central Life Insurance Company, the Said Sum of $3511 92/100 and $92 97/100 Dollars with interest from the 1st day of July 1899, and Costs aforesaid; and on default to pay the Same, that an Order of Sale issue to the Sheriff of Said County, Commanding him to proceed, according to the Statute regulating Judgments and Executions at law, to Sell the Real Estate described in the Plaintiff Petition &c

"And, Whereas the three days aforesaid have fully Expired, and the Said Sum of $3511 92/100 and $92 97/100 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

"Being part of Virginia Military Survey, No. 5390, Beginning at a stone in the South line of said Survey No 5390 and Southwest Corner to Mary M. Nicholas Said land; Thence with Said Survey, line South 82° West, 114 85/100 poles to a Stone, Southwest Corner to a lot of land Containing 7 acres, Conveyed by W. S. Lee to Henry N. Amerine, Jan. 21st 1879; Thence with the West line of Said lot of land North 9° West 62 20/100 poles to a Stone Corner to Said lot in the Center of the road; Thence with the Center of the road North 83½ deg. E. 26 20/100 poles to a stone Corner of a lot of land Containing 20 acres, Conveyed by Martha E. Barnett to Henry N. Amerine Jan 11th 1879; Thence with the west line of Said lot North 7½ deg West 83½ poles to a Stone Northwest Corner to Said lot in the South line of the Elijah Welford farm; Thence with the South line of Said farm, and Continuing with the line of Addison Sacs land, North, 82° E. 88 2/100 poles to a Stone at the Northwest Corner of Said Mary M. Nicholas land; Thence with the West line of Said land South 7½ deg East 146 poles to the beginning, Containing Ninety one Acres, More or less.

"We therefore Command you, That you proceed to carry Said Order, Judgment and decree into Execution Agreeably to the tenor thereof, and that you Expose to Sale the above described Real Estate, Under the Statute regulating Sales on Execution, and that you apply the proceeds of Such Sale in Satisfaction of Said Judgment and decree with Costs and interest as Specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas, within Sixty days from the date hereof, and bring this Order with you.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 4th day of November, A.D. 1899.

Seal

J. N. Gosnell
Clerk

No 7714
Sheriff Return on Order of Sale.

No 7714
Notice of Sheriff Sale and Proof

No 7714
Sheriff Return on Order of Sale.

"And on December 12th A.D. 1899. The Sheriff of Union County, Ohio. Made the following return to this Office on the above Order of Sale-to-wit:

The State of Ohio
Union County } ss.

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum. Appraisers | 1 | 00 |
| Swearing Appraisers | | 25 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Affidavit of Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | | 48 |
| Poundage | 87 | 31 |
| Return | | 25 |
| Revenue | 4 | 00 |
| Total | $ 115 | 04 |
| Appraisers Fee | 3 | 00 |
| Printers Fee | 17 | 50 |

"In obedience to the command of the Order of Sale. hereto. annexed. I did on the 6th day of. November. 1899. Summons. Evan. Riesel. Aby D. Reed and. Thomas M. Brannon. three disinterested freeholders. resident 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 6th day of November. A.D. 1899. 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 Nine Hundred and Forty Eight 00/100 Dollars. "A Certified Copy of Said Appraisal. is forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the. 8th day of. November. 1899. 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 9th day of December. A.D. 1899. at one. O'Clock P.M. of Said day. And having advertised the Said lands and tenements for More than thirty days previous to the day of Sale. to-wit five Consecutive Weeks. and in pursuance to Said Notice. I did on Said 9th day of December. A.D. 1899. at the time and place above Mentioned. proceed to offer Said lands. and Tenements at public Sale. and then and there came. The Union Central Life Insurance Company. who bid for the Same the Sum. of Thirty Seven Hundred and Thirty Dollars. and Said Sum being More than two-thirds of the Appraised Value thereof. and Said. The Union Central 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 Thirty Seven. Hundred and Thirty one Dollars.

J. Ed Robinson. Sheriff.

---

No 7714
Notice of Sheriffs Sale and its Proof

. On the 22nd day of January, 1900. The following Notice of Sheriff Sale. and its Proof of Publication was filed with the Clerk of this Court. to-wit:

The Union Life Central Life Insurance Co
vs
Alf. Scott. et al.

Sheriffs Sale.

D. W. Ayers Attorney

On order of Sale.

Court of Common Pleas. Union County. O.

"By. Virtue of the above Stated writ to me directed from the Court of Common Pleas of Union County. Ohio. I will offer for Sale at the North door of the Court House in Marysville. Ohio. on Saturday. December. 9th 1899. at. or about the hour of one. O'Clock. P.M. on Said day. the following. described Real Estate To-Wit:

"Situated in the County of Union and State of Ohio and bounded and described as follows

"Being part of. Virginia Military Survey. No 5890. Beginning at a stone on the south line of said survey No 5390 and Southwest corner to Mary M. Reeves land. Thence with Said Survey. line South 82° West. 114.55/100 poles. to a stone Southwest Corner to a lot of land containing 7. acres Conveyed by W. S. Lee. to Henry N. Amerine

Jan 21st 1879: Thence with the west line of said lot of land. North 9° West. 62.57/100 poles to a Stone. Corner to said lot in the Center of the road; Thence with the Center of the road. North 83½° East 26.79/100 poles to a stone Corner of a lot of land Containing. 20. acres. Conveyed by Martha E. Bennett to Henry A. Amerine. January. 11th 1879: Thence. with the west line of said lot. North ½° West 83½ poles to a Stone. North west Corner. to said lot in the South line of the Elijah Walford farm: Thence with the South line of said farm. and Continuing. with the line of Addison Lees land North 82° East 88.9/100 poles to a Stone at the North west Corner of. said Mary A. Newcomb land: Thence with the West line of said land South ½° East 146. poles to the beginning Containing Ninety-One. (91) acres. More or Less,

'Appraised at $28.00 per acre

"Terms of Sale Cash,

November 8th 1899. S.W.

J. Ed Robinson. Sheriff
Union County: Ohio

910 7714 Entry

The State of Ohio
Union County } ss

"The Undersigned being duly Sworn says that a Copy. of the annexed Notice was published for 6. Consecutive weeks in. The Marysville. Tribune. a Newspaper. of general Circulation in the County. of Union. the first publication beginning with Nov. 8th 1899.

W. O. Shearer.

"Sworn to and Subscribed before Me this 22nd day of January. 1900.

Printers Fees. $17.50

J. McDonnell. Clerk

910 7714. Entry

---

910 7714 Ans and Cross Petition of Admr of Samuel Johnson.

On November. 22nd 1899. The following answer and Cross. Petition of. Admr of Estate of Samuel Johnson. was filed with the Clerk of. this Court. To-wit:

The Union Central Life Insurance. Company. vs Alf. Scott. et al. | Court of. Common. Pleas: Union County. Ohio.

"Answer and Cross Petition of. F. T. Arthur as Administrator of Estate of Samuel. Dec'd"

"The Said F. T. Arthur says he is the duly. appointed and qualified Administrator of the Estate of Samuel Johnson Dec'd."

"That Said Samuel Johnson was. Co-Security for one A. Cameron. with the defendant Alf Scott on a Note to. Darius McIntire. which Said Note was reduced to judgment on Sept. 28th 1897. in Union County. Common Pleas Court. for the Sum of. $318.20 and Costs amounting to $8.25. That Said Cameron as principal on Said Note failed in business and did Not pay his Said Note or Said judgment. and that the defendant the Estate of Said Samuel Johnson paid in full Said Judgment, interest and Costs. "That Said Administrator of the Estate of Said Samuel Johnson "deceased" Now Seeks in this action to recover back for Said Estate the one half of Said Judgment. interest and Cost. from his Co-Surety. the defendant. Alf. Scott.

"Wherefore this defendant as Such Administrator as aforesaid prays the Court. that in the distribution of the Money. arising from the Sale of the real Estate in Plaintiffs Petition described. if So Much remains after paying prior Claims. That there be ordered paid to the Administrator of Said Estate of Said Samuel Johnson. the Sum of. 159.12 with interest at 6. per cent from September 28th 1897. and also $4.12 Costs being one half of the Amount for which Said Alf Scott is liable. on Said Judgment interest and Costs as aforesaid and that Judgment May be rendered against Said Alf. Scott. and in favor of Said Estate of Said Samuel Johnson deceased" for Said Sum of. $159.12 with interest at 6. per cent from Sept 28th 1897. and for $4.13 Costs. and for all other and further relief. as Said Estate of Said Johnson May. be Entitled to.

F. T. Arthur Attorney

The State of Ohio
Union County } "The defendant. F. F. Arthur as Administrator of the Estate of Samuel J Huron being duly Sworn. Says the facts Stated in the foregoing answer and Petition are true as he believes

F. F. Arthur Administrator

"Sworn to and Subscribed before me. and Signed in my presence this 22nd day of November 1899.

(Seal) J. N. Gosnell Clerk

---

No 7714 Entry

"On December 1st 1899. the following Entry. Was filed with the Clerk of this Court. To-Wit:

The Union Central Life Insurance Co vs Alf Scott et Others } Entry

"This day this cause came on to be heard. upon Leave Petition of A. B. Robinson. and the Court being fully advised in the premises. find there is due Said. Robinson on the Judgment against Alf Scott. James W. Robinson. John H. Wood. S. N. McCloud. which is a lien on the land described in Plaintiffs Petition the Sum of. Ten Hundred and Twenty Nine and 86/100 dollars interest at 8 per cent.

---

No 7714. Entry

January. 3rd A.D. 1900 the following. Entry was filed with the Clerk of this Court. To-Wit:

The Union Central Life Insurance Company. Plaintiff
vs
Alfred Scott Et. al. Defendants } Court of Common Pleas. Union County. Ohio.

"On Motion of the Plaintiff. and 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 are hereby approved and Confirmed.

"And it is further ordered that the Said Sheriff. Convey to the purchaser. The Union Central Life Insurance Company. by deed according to law. the property So Sold; and the purchaser is hereby Subrogated to all the rights of Said lien holders in Said premises. So far as they may be paid herein. and a Writ of possession is awarded to put Said purchaser in possession

"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.

"And the Court Coming Now to distribute the proceeds of Said Sale. amounting to $3731.00 it is ordered that the Sheriff out of the Money. in his hands. pay.

1st To. The Treasurer. of this County. the Taxes penalty and interest against Said property To-wit the Sum of $

2nd The Costs of this action Taxed. to $85.57

3rd To. the Plaintiff. The Union Central Life Insurance Company. the amount heretofore found due it to-wit the Sum of $ With interest at 8 per Cent.

D. W. Byers Attorney for Plaintiff

Attest J. N. Gosnell Clerk

Exhibit "B"

Pleas: Continued and held at the Court. in Marysville. within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of. Ohio. before the Honorable Duncan Dow. Judge of said Court. of the Term. of. January. to wit on the 15th day of January. in the year of our Lord One Thousand Nine Hundred.

"Be it remembered that heretofore to-wit on the 15th day of January. A.D. 1900. The Marion Manufacturing Co. filed in the Clerks. Office of the said Court of Common Pleas. The following. Petition against. Frances Elmer Wood & Robert E. Wood. to-wit.

No 7757
Petition

"The Marion Manufacturing Co
Plaintiff

vs

Frances Elmer Wood and. Robert E. Wood ------ Defendants

"The State of Ohio. Union County ss:
Court of Common Pleas.

Petition

"The Plaintiff herein is a Company. incorporated under the laws of and doing business in Ohio. and says. for first cause of. action.

"The defendants on the 23rd day of July. A.D. 1890. Executed and delivered to. The Marion Manufacturing Co. their joint and severally. 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 "B". and made a part of. this. Petition

No 7757
Exhibit "A"

$184.00 Coshocton. Ohio. No. 580

"On or before the first day of November. 1891 for Value received. we jointly and severally promise to pay The Marion Manufacturing Company. (Incorporated). of Marion. Ohio. or order at the Bank of Richwood in Richwood. Ohio. One Hundred and Eighty four Dollars. with interest at 7. per cent per annum. from date. payable annually until Maturity. and 8. per Cent after Maturity. Upon principal. and Upon due and unpaid interest payable annually until paid.

"And we hereby authorize and empower any Attorney at Law of any Court of Record at any time after the above Note becomes due to appear for us or any of us. in any and prosecute in any Court of Record in the State of Ohio or elsewhere and confess a judgment for the said amount. interest and Costs in favor of the payee. legal holder. indorsee or assignee. hereof. and release all Errors which may occur in the rendition of Such Judgment. And we also release the right of. Appeal. the Stay of Execution. and the power and privilege to hold Exempt from Execution any personal or real property belonging to us or Either of us. at and after the date of Such Judgment. And our said Attorney is hereby authorized to Enter Such release in said Judgment.

"Witness our hands. this 23rd day of July 1890
P.O. Claibourne. Union County. Ohio

Frances Elmer his Frank Wood
Robert E. Wood

No 7757
Answer.

"Said Note is Unpaid. Except as thereon by said indorsements. and there is now due the Plaintiff. on said Note the Sum of. Two. Hundred. and forty. Eight. Dollars and fifty three Cents. with interest at the rate of 8. per Cent from the 31st day of December A.D. 1899.

"And for Second Cause of Action

"The defendants on the 23rd day of July A.D. 1890. Executed and delivered to the Marion M.fg. Co. Plaintiff herein their joint and Severally promissory Note of that date. with the Warrant of Attorney annexed. true Copies of which Warrant and Note with all indorsements thereon are hereto attached Marked Exhibit "B" and Made a part of this Petition

"The Marion M.fg. Co

Exhibit "B"

$183.00 Copy. No 384

"On or before the first day of November, 1892, for value received, We jointly and severally promise to pay, The Marion Manufacturing Company (Incorporated), of Marion, Ohio or Order, at Bank of Richwood, in Richwood, Ohio. One Hundred and Thirty three Dollars. With interest at 7 per cent. per annum from date, payable annually, until Maturity, and 8 per cent after Maturity, upon principal, and upon due and unpaid interest, payable annually until paid.

"And we hereby authorize and empower any Attorney at law, of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without process in any Court of Record in the State of Ohio or Elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the payee, legal holder, indorsee or assignee, hereof, and release all errors which may occur in the rendition of such judgment. And we also release the right of appeal, the Stay of Execution, and the benefit and privilege to hold Exempt from Execution any personal or real property belonging to us or either of us at and after the date of such judgment, and our said Attorney is hereby authorized to enter such release in said judgment.

"Witness our hands this 28th day of July, 1890. P.O. Claborne Marion County Ohio

Copy

Francis Elmer Wood
Robert E. Wood

"The said Note is unpaid, and there is now due the Plaintiff, on said Note the Sum, Two Hundred and forty Eight Dollars and fifty three Cents with interest at the rate of 8 per cent per annum from the 31st day of December A.D. 1899.

"Wherefore Plaintiff prays judgment against said defendants for the sum of Four Hundred and Ninety Seven Dollars and Six Cents, with interest thereon from the 31st day of December A.D. 1899, at the rate of 8 per cent per annum till paid, and for Costs of Suit.

H.P. Spicer, Attorney for Plaintiff.

The State of Ohio, Marion County ss

"H.P. Spicer being Sworn Says he is the Attorney of said plaintiff "That the 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.

H.P. Spicer.

"Sworn to by said H.P. Spicer before me, and by him Signed in my presence this 15th day of January, A.D. 1900.

J.W. Gaskell
Clerk of Court

(Seal)

No 7757
Answer.

The State of Ohio, Marion County ss — Court of Common Pleas

The Marion Manufacturing Co ------ Plaintiff
vs
Francis Elmer Wood 2d
Robert E. Wood = Defendants

Answer.

"By virtue of the Warrant of Attorney annexed to and Mentioned in the foregoing Petition: I an attorney at law in the Several Courts of record of this State do hereby enter an appearance for said Defendants in this Suit, and waive the issuing and Service of process therein, and confess a Judgment in favor of said Plaintiff against said defendants, on said Notes for the Sum of Four Hundred and Ninety Seven dollars and Six Cents being the amount appearing due for principal and interest on said Notes and also for Costs of Suit, Taxed and to be Taxed; and I do hereby release and waive all Exceptions, Errors, and rights of appeal in the premises.

J.C. Jolliff Attorney for Defendants

No 7757
Entry

The State of Ohio ss
Union County

The Marion Manufacturing Co ——— Plaintiff

vs

Francis Elmer Wood and Robert E. Wood: Defendants

Judgment Entry $1197.06

"This day came the Plaintiff by its attorney; also appeared in open Court, for and on behalf of said defendants J.C. Jolliff an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the Notes, attached to the Petition in said Cause, Shown to have been duly Executed by said defendants; Enters the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said Notes against said defendants, and in favor of said Plaintiff, for Four Hundred and Ninety Seven Dollars and Six Cents, being the amount of the principal and interest due on said Notes and for the Costs taxed and to be taxed, and released and waived, all Exceptions, Errors, and right of Appeal in the premises.

"It is therefore Considered that said Plaintiff recover of said defendant, the Sum of Four Hundred & Ninety Seven dollars and Six Cents, being the amount of said Notes with interest Computed at 8% per Cent per annum from the 23rd day of July A.D. 1890, and 8 per Cent interest from Dec 31st 1899; and also the Costs herein Expended taxed at $5.88

Attest J. M. Gosnell Clerk

---

"Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of said Court of the Term of January, to Wit: on the 15th day of January, in the year of our Lord One thousand nine Hundred.

"Be it Remembered that heretofore, to-Wit: on the 15th day of January, A.D. 1900, The Marion Manufacturing Company, filed in the Clerks office of the said Court of Common Pleas, the following Petition against Francis Elmer Wood et als, To-wit,

No 7758
Petition

The State of Ohio ss
Union County

Court of Common Pleas.

No 7758
Answer

Petition

The Marion Manufacturing Co ——— Plaintiff

vs

Francis Elmer Wood, Robert E. Wood, and John Wood Defendants,

"The Plaintiff herein is a Company incorporated under the laws of and doing business in Ohio and says for first Cause of action

"First= "The defendants on the 23rd day of July, A.D. 1890, Executed and delivered to the Marion Manufacturing Co. Plaintiff herein their joint and Several promissory Note of that date, with the Warrant of attorney annexed, true Copies of which Warrant and Note with all the indorsements thereon, are hereto attached, Marked Exhibit "A" and Made a part of this Petition

Copy

Exhibit "A"

$183.00 On or before the first day of November, 1890, for value received we jointly and Severally promise to pay The Marion Manufacturing Company Incorporated of Marion, Ohio, or order at Bank of Richwood,

in Richwood, Ohio. One Hundred and Thirty Three Dollars, with interest at 7 per cent per annum from date payable annually, until Maturity, and 8 per cent after Maturity upon principal, and upon due and unpaid interest payable annually until paid.

"And we hereby authorize and Empower any Attorney at Law of any Court of Record, at any time after the above Note becomes due to appear for us or any of us without process in any Court of Record in the State of Ohio, or Elsewhere and confess a Judgment for the said amount interest and Costs in favor of the Payee, legal holder, indorsee or assignee hereof, and release all Errors which may occur in the rendition of such Judgment. And we also release the right of Appeal the Stay of Execution and the benefit and priviledge to hold exempt from Execution, any personal or real property, belonging to us or either of us, at and after the date of Such Judgment, and an said Attorney is hereby Authorized to enter Such release in said Judgment.

"Witness our hands this 23rd day of July, 1890.

Francis Elmer his mark Wood
Robert E. Wood
John Wood

P.O. Claibourne Union County, Ohio

Said Note is Unpaid, Except as Sheron by the indorsments, and there is now due the Plaintiff, on said Note the Sum of, One Hundred and Forty Eight dollars and Two Cents, with interest at the rate of 8 per cent, per annum from the 31st day of December, A.D. 1899. Wherefore Plaintiff Prays Judgment against said Defendants for the Sum of One Hundred and Forty Eight dollars, and Two Cents, with interest thereon from the 31st day of December, A.D. 1899, at the rate of 8 per cent per annum till paid, and per cents of Suit.

H V Spicer
Attorney for Plaintiff

The State of Ohio } ss
Union County }

"H V Spicer being Sworn Says that he is the Attorney of Said plaintiff "that this action is brought upon an instrument in writing for the Unconditional payment of Money only, that Said instrument in writing is in his possession, and that he verily believes the Statements contained in the foregoing Petition are true in Substance and in fact.

H. V. Spicer.

Sworn to by Said H. V Spicer, before Me, and by him Signed in my presence this 15th day of January, A.D. 1900.

(Seal)

J. H. Gossett
Clerk of Court

No 7758
Answer

The State of Ohio } ss
Union County }

Court of Common Pleas

The Marion Manufacturing Co ——— Plaintiff
vs
Francis Elmer Wood, Robert E. Wood, and John Wood - Defendants

Answer.

"By virtue of the Warrant of Attorney annexed to and Mentioned in the foregoing Petition: I, an Attorney at law in the Several Courts of record of this State, do hereby enter an appearance for Said defendants in this Suit, and Waive the issuing and Service of process thereon and confess a Judgment in favor of Said Plaintiff against Said Defendants, on Said Note, for the Sum of, One Hundred and Forty Eight Dollars and two Cents, being the amount appearing due for principal and interest on Said Note, and also for Costs of Suit, Taxed, and to be Taxed; and I do hereby release, and Waive all Exceptions, Errors and right of Appeal in the premises.

J. L. Jolliff
Attorney for Defendants

No 7758
Entry

The Marion Manufacturing Co ---------- Plaintiff

vs

Francis Elmer, Wood, Robert E Wood and John, Wood
Defendants

Judgment Entry. $148 02

"This day, came the Plaintiff, by its Attorny; also appeared in open Court, for and on behalf of said defendants J. L. Jolliff, an attorney at law, of this Court, and by Virtue of the Warrant of attorney annexed to the Note attached to the Petition in said Cause. Shown to have been duly executed by said defendants, Entered the appearance of said defendants, and waived the issuing and Service of process in this action, and confessed a Judgment on said Note against said defendants, and in favor of said Plaintiff, for, One Hundred and Forty Eight, dollars, and two Cents, being the amount of the principal and interest due on said Note, and for the Costs Taxed and to be Taxed, and released and Waived all Exceptions, Errors, and of appeal in the premise

"It is therefore considered that said Plaintiff recover of said defendants the Sum of, One, Hundred and Forty, Eight, dollars and, Two, Cents, being the amount of said Note with interest computed at 6 & 8, per cent per annum, from the 28th day of July, A D, 1899, and 8 per cent from 31st day of December 1899, and also the Costs herein Expended Taxed at, $5 98

Attest J. W. Gosnell Clerk

---

No 7576
Petition in Error

"Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan, Doo, Judge of said Court, of the Term of January, To-wit on the 30th day of January, in the year of our Lord One Thousand Eight Hundred and Ninety Nine,

"Be it Remembered that heretofore To-wit on the 15th day of August A D, 1899 the following Motion, Undertaking and Petition in Error, was filed in the Clerks office of the said Court of Common Pleas, To-wit:

No 7576
Motion:

In Chambers.

E. Salsbery, Plaintiff in Error,
against
The State of Ohio, Defendant in Error

"Before the Honorable Allen Smalley, one of the Judges of the Court of Common Pleas of Union County, Ohio:

In Error to the Mayor of the Village of Richwood, Ohio.

"On Motion of Plaintiff, and good cause being Shown therefor, it is ordered that leave be, and the same is hereby granted Plaintiff in Error to file a Petition in Error in the above entitled case, and that the Execution of the Sentence therein be, and the same is hereby Suspended, until the further Order of the Court of Common Pleas of Union County, Ohio, Upon the Plaintiff in Error entering into an Undertaking in the Sum of $ 100 00 to the Satisfaction of the Clerk of the Common Pleas of said County, conditioned according to law

Done at Chambers at Marion, Ohio this August 5th 1899

Allen Smalley
Judge

Transcript from Mayors Court

; also appeared
defendants J. Le
and by Virtue
the Note attached
ave been duly
ants, and waived
dgment on said
Hundred and
and interest
d Waived all

dants the Sum
said note with
A.D. 1898, and
ixed at $5.98

is and for the
mmon Pleas of the
of the Term of
Thousand Eight

August A.D. 1898
Clerks Office

nalley, one of the
Pleas of Union

illage of Richwood

and good Cause
hereby granted
e, and that the
ended, until the
this Upon the
of $ 100.00 to the
turned according

Mcnalley
Judge

No 7576
Petition in Error

August 15th 1898. The following Petition in Error was filed with the Clerk of the Court of Common Pleas of Union County Ohio. To-wit:

The State of Ohio, Union County ss

In the Court of Common Pleas

E. Salsberry ..... Plaintiff in Error
against
The State of Ohio and the Village of Richwood Ohio - Defendant in Error

Petition in Error.

"Now Comes the Plaintiff in Error, and Complains of the said defendants in Error, The State of Ohio, and the Village of Richwood "Ohio for that the said defendants in Error in a certain prosecution pending before M.W. Hill, Esq. the Mayor of the Village of Richwood in the State of Ohio, on the 6th day of July, A.D. 1898, by the Consideration of Said Court recovered a Judgment against the Plaintiff in Error, therein, Said prosecution being had in the Name of the State of Ohio against the Plaintiff in Error, and a true and certified Transcript of the record of Said proceedings is hereto attached and Made a part of this Petition in Error, That the Village of Richwood is beneficially interested in said Judgment in that it is payable to Said Village.

"Plaintiff Says there is Error Manifest on the face of said record and proceedings in this. To-wit

"First = Because said Mayor Erred in Overruling the Motion of Plaintiff in Error therein for a New Trial,

"Second = Because the finding, Judgment and Sentence therein are against the Weight of the evidence and the Law of the land.

"Third = Because there is No Evidence to Support the said Judgment and Sentence,

"Fourth = Because the Complaint in said prosecution is insufficient, and does not Charge an offence Under the Statutes of Ohio, -

"Fifth = Because the Sentence therein is Unauthorized, oppressive and Void,

"Sixth = Because the Judgment therein was in favor of the State of Ohio when under the Law of the land, the Same Should have been in favor of plaintiff in Error, defendant below

"Seventh = Other Errors appearing upon the face of the said and proceedings

"Eighth = Because said Judgment is against this plaintiff in Error,

"Wherefore plaintiff in Error prays that said Judgment and Sentence may be reversed and that he may be restored to all things he has lost by reason thereof,

By. Schofield Dunfee & Schofield
Attys for Plaintiff in Error.

"To The Clerk

"Issue Summons in Error for defendants in error, under Sec. 7357. to be Served and returnable according to law. directed to the Sheriff of Union County, Ohio.

Schofield Dunfee & Schofield
Attys for Plaintiff in Error.

Transcript from Mayors Court

The State of Ohio, Union County ss

The Village of Richwood

Before Me. M.W. Hill, Mayor of Said Municipal Corporation in Said County.

The State of Ohio
vs
E. Salsberry.

"Complaint No 16. Made this 21st day of June A.D. 1898, by T. Le Berry who being duly Sworn Saith that on or about the 19th day of June A.D. 1898, at the Municipal Corporation and

County aforesaid. One E Salsbery. on the 19th day of June 1898. being the first day of the Commonly called Sunday. did unlawfully and Knowingly allow to be and remain open a certain room Situate within the Corporate limits of the Village of Richwood. Union County. Ohio. of which room he was then and there the Tenant and which room was then and there and therefore a place where on other days of the week than the first Commonly Called Sunday was then and there Sold and Exposed for Sale by the said E Salsbery intoxicating liquors, to-wit. Brandy. Whiskey. Beer. Wine and Ale in said room not being then and there a regular Drug Store.

"Subscribed in my presence and Sworn to before me by F L. Berry. June 21st 1898

F L. Berry

M. W. Hill Mayor

"Warrant issued for the defendant to F L. Berry. Marshal of said Municipal Corporation who made return as follows to-wit:= I have the body of the within Named E Salsbery Now in Court.

F F. Berry. Marshall

"Defendant arraigned before me the said Mayor on the 21st day of June 1898, and upon hearing the Complaint. pleaded Not guilty

"Continuance required by Deft. on account of Wanting legal advice. = The Case was thereupon Continued to June 30th 1898, at one O' Clock P.M. and the Defendant allowed to go on his Recognizance Said Not required

"Further Continuance required and obtained by Deft. until the 6th day of July, 1898 on account of his Attorney not being able to be present. and by Mutual agreement as in first Mentioned Continuance.

"Trial was had accordingly before Me the said Mayor. on the 6th day of July, 1898. the parties being present. Witness Sworn and Examined on behalf of the State to wit. F L. Berry. and for Defendant. E Salsbery.

"After hearing the Evidence and arguments of Counsel. I do find the defendant guilty as Charged in the Affidavit.

"It is Thereupon on said day by Me the said Mayor. adjudged and ordered that the said defendant E Salsbery. Pay to the Village of Richwood a fine in the Sum of Twenty five Dollars. and the Costs of Prosecution herein Taxed at $5.50 and to Stand Committed until said fine and Costs are paid or Secured to be paid. or otherwise discharged according to Law.

M. W. Hill Mayor.

"Thereupon the defendant filed his Motion to Set aside the finding. and Judgment and for a New trial hereof. for the reasons in said Motion Stated. and the same was argued by Counsel. and the Court do overrule said Motion - To which ruling of the Court the defendant then and there Excepted. and the defendant then and therefore presented his Certain Bill of Exceptions. Taken on the trial hereof. and the same being Examined by the Mayor and find to be True:= It is ordered that the same be allowed. Signed. Sealed and ordered placed on file with the papers and Made a part of the record herein. all of which is done on the 6th day of July A.D. 1898. aforesaid

M. W. Hill Mayor

"The Defendant files his Bond for the Stay of Execution with O. D. Browning as Surety. Which was Excepted and placed on file

July 6th 1898.

M. W. Hill Mayor

No 7756
Sheriffs Return

No 7756
Entry

No 7756
Motion for New Trial

---

"On August 17th A.D. 1898. The following Summons in Error was issued and delivered to the Sheriff of Union County. Ohio to-wit.

No 7576
Summons in Error

The State of Ohio } ss
Union County } Summons in Error.

Court of Common Pleas.

E Salsbery, Plaintiff in Error
vs
The State of Ohio, and the Village of Richwood Ohio. - Defendant in Error

To the Sheriff of Said County:

You are hereby Commanded to Notify the above Named defendants in Error, that the above Named plaintiff in Error has filed a Petition in the Office of the Clerk of Court of Common Pleas of the County aforesaid, asking the reversal of a Judgment, which Said Defendants in error obtained against Said Plaintiff in Error, on the 6th day of July, A.D. 1898 by the Judgment of M.W. Hill Mayor in and for the Village of Richwood in Said County, and that unless the Said Defendants in Error attend upon Said Court of Common Pleas on the 6th day of September 1898, the day upon which the next term of Said Court Commences (Said judgment to a fine of $25.00 and Costs for $5.50 for Violation of Liquor laws) Said Judgment May be reversed

"You will make due return of this Summons on or before the 27th day of August 1898

Witness My Signature and the Seal of Said Court, this 17th day of August A.D. 1898.

(Seal)

J M Gosnell Clerk

---

No 7756
Sheriffs Return

August 20th A.D. 1898 The following return was made by the Sheriff of Union County, Ohio, on the above Summons, To-wit:

| | | |
|---|---|---|
| Sheriffs Fees | $ | 65 |
| Service & Return: | | 65 |
| Mileage | 2 | 56 |
| Copies | | 30 |
| Total. | $3 | 51 |

"Received this writ August 18th 1898, at 8. O'Clock A.M: and Pursuant to its Command, I served the Same by delivering a true and certified Copy of this writ with all of the endorsements thereon to W. T. Hooper, Prosecuting Attorney of Union Co Ohio and to M.W. Hill Mayor of the Village of Richwood Ohio Personally on August 20th 1898

J. Ed Robinson Sheriff.

---

No 7756
Entry

January 30th 1899, The following Entry was made on the Journal To-wit:

E Salsbery, Plaintiff in Error
vs
The Village of Richwood,
Defendant in Error

In Court of Common Pleas, Union County, Ohio

Entry

"This Cause Came on for hearing upon the Petition in Error, and the transcript of the record and the original papers in the Court below; on Consideration whereof, The Judgment of the Said Mayor is affirmed, at the Costs of the plaintiff in Error, for which Execution is awarded; To which ruling the plaintiff in Error Excepts.

"It is Ordered that a Copy of this Entry be Certified to Said Mayor, So that the Judgment affirmed may be enforced as if Such proceedings in Error, had not been Taken.

---

No 7756
Motion for New Trial

January 31st 1899 The following Motion for a New Trial was filed, with the Clerk of this Court To-wit;

Motion for New Trial.

The Village of Richwood
Against
E Salsbery

"Now comes the defendant and moves the Court here to set aside the findings and Judgment herein and for Cause says. First That the Same are against the law, That the findings and judgment are against the weight of the Evidence; E Salsbery By Schaufeld Dupee & Schofield

No 7757
Entry

May 1st 1899 The following Entry was filed with the Clerk of this Court to-wit.

E Salsbury Plaintiff in Error
vs
The State of Ohio and the Village of Richwood Ohio - Defendants in Error.

In Court of Common Pleas. Union County. Ohio.

Entry.

This Cause coming on for hearing upon the Suggestion of Counsel for the defendant in Error, The Village of Richwood, of a diminution of the Record, and upon his application for Leave to file a corrected Transcript of the Judgment and proceedings of the Mayors Court of Said Village, herein Sought to be Reversed, the Court finding the Transcript of Said Judgment and proceedings filed with the petition in Error herein to be defective, Leave is granted to Said defendant in Error to file a Corrected Transcript thereof instanter, and it is accordingly So. Ordered and done,

"This Order is Entered here, and now, Nunc-Pro. tunc as of, and for the Second day of January, 1899, upon the recolection of the Court. Making the Same, and without the hearing of Evidence

"It appearing that the docket and Journal Entries herein have been certified to the Circuit Court of Union, County, for proceedings in Error therein: It is further Ordered that the Clerk be and hereby is directed to Certify to Said Court a duly authenticated Copy of this Order, and Subject to the Order of Said Court: To file the Same with the papers in Said proceeding in Error therein, and to note Said filing upon the docket thereof: To all of which finding and order Plaintiff in Error duly Excepts,

Duncan Dow. Judge of Said Court of Common Pleas.

Attest J McConnell Clerk

No 7298

"Pleas Continued and held at the Court House in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doo Judge of Said Court, of the Term of April A.D. 1887 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 25th day of January A.D. 1897 Trustees of the Ohio Wesleyan University, a Corporation filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against David Mulford et al.

Trustees of the Ohio Wesleyan University
a Corporation Plaintiff

VS

No 7298

David Mulford, and Mary N. Mulford his wife; Isadora Bailey; Benjamin Bergman and Mary Bergman, his wife; Maggie E. Price and Oscar S. Price, her Husband; Thomas Parish and Elizabeth Parish his wife; S. H. Snowden, and M C Snoden his Wife; Nathan Martino and Sarah A. Martino his wife; Christian Doner and Mary Doner his Wife; J H. Hamilton, Mary J. Hill Mary C Bridge, and George B. Hamilton
Defendants

$350 00

Petition

"The Plaintiff, for a first Cause of action, say they are a Corporation organized under and in accordance with the laws of the State of Ohio.

"Plaintiff further say that on the 20th day of January, 1881, the Said defendant David Mulford Made and delivered to the Plaintiffs his Promissory Note of that date, a Copy of which, with all the indorsements thereon is, as follows To-Wit:

Union County Ohio Jany 20th 1881.

Five years after date I promise to pay to the Trustees of the Ohio Wesleyan University, or order, Three Thousand Five Hundred Dollars, with interest at the rate of Eight per Cent per annum, payable annually, and if Said principal or interest or any part of either be not paid when due as aforesaid the Same Shall draw interest at the rate aforesaid from the time So due until paid. And if Said interest or any part thereof be not paid within Six Months next after becoming due as aforesaid, Said principal and accrued interest Shall thereby become due and May be immediately Collected; For Value received

(Signed) David Mulford.

"On the back of Said Note are the following Credits and indorsments; To-wit:

| | | | |
|---|---|---|---|
| "Received interest | April 20th 1882. | Two Hundred and Eighty dollars | $ 280.00 |
| " " | Jan 24th 1883 | Two Hundred and Eighty dollars | $ 280.00 |
| " " | April 1st 1884 | Two Hundred and Eighty dollars | $ 280.00 |
| " " | March 5th 1885. | One Hundred dollars | $ 100.00 |
| " " | April 14th 1885. | One Hundred and Eighty, three dollars | $ 183.00 |
| " " | Feby 24th 1886. | Two Hundred Eighty one 50/100 | $ 281.50 |
| " " | " 8th 1887. | One Hundred and Eighty | $ 180.00 |
| " " | April 5th 1887. | One Hundred and 50/100 | $ 150.00 |
| " " | March 1st 1888. | Two Hundred Eighty 50/100 | $ 281.50 |
| " " | Jan 30th 1889 | One Hundred Dollars | $ 100.00 |
| " " | March 26th 1889. | Fifty Dollars | 50.00 |
| " " | May 7th 1889. | Fifty Dollars | 50 00 |
| " " | July 9th 1889. | Eighty two Dollars | 82.00 |
| " " | Jan 9th 1890. | One Hundred Dollars | 100.00 |
| " " | Feb. 6th 1890 | One Hundred Dollars | 100.00 |
| " " | May 9th 1890 | Eighty one Dollars | 81.00 |

| | | | |
|---|---|---|---|
| "Re cord Interest | Feb. 1st 1891 | One Hundred Dollars | $ 110,00 |
| " " | April 9th 1891 | One Hundred & Eighty Two Dollars | 182.00 |
| " " | April 6th 1892 | Two Hundred Eighty three Dollars | 283,00 |
| " " | April 7th 1893 | Eighty Dollars | 80,00 |
| " " | May 24th 1893 | One Hundred Dollars | 100,00 |
| " " | August 19th 1893 | One Hundred and Five Dollars | 105,00 |
| " " | Feb 16th 1894 | One Hundred | 100,00 |
| " " | March 23, 1894 | | 180,00 |
| " " | June 22d 1894 | (this ant returned to Mr. M) | 108,00 |
| " " | May 28th 1895 | of D. Midford | 100,00 |
| " " | June 17th 1895 | " " " Per E. C. C. | 145,00 |
| " " | Nov. 15th 1895 | " " " | 54,00 |
| " " | Dec 18th 1896 | " Same int | 54.00 |

"Plaintiff say that they are Still the owners and holders of Said Note; that there are no indorsments thereon except as above Stated, and that there is due them from the defendant David Midford upon Said Note the Sum of Three Thousand Five Hundred and Ninety Nine Dollars and two Cents with Eight per Cent interest thereon from the 20th day of January, 1897.

II "For a Second Cause of action the plaintiffs adopt and reaffirm the whole of the foregoing first Cause of action the Same as if fully re-written herein, and Say that the defendants David Midford and Mary N. Midford his Wife, on the 20th day of January, 1881, in order to Secure the payment of the Said promissory Note Set forth in the first Cause of action herein, Executed and delivered to the Plaintiffs their certain Mortgage deed, and thereby Conveyed to the Plaintiffs, their Successors, and assigns forever, the following lands and tenements, Situated in the State of Ohio, Union County, Jackson Township, and described as follows To-wit:

"Part of the West one-third part of Surveys Nos. Nine Thousand, Nine Hundred and One, and Ten Thousand Seven Hundred and Eighty, (9901) & (10780) in the Virginia Military District, Bounded as follows To-wit:

"Beginning at the Southwest Corner of Said Surveys in the Greenville Treaty line, and in the Center of an East and West Road; Thence North, 9 1/4 West on the West line of Said Surveys, four hundred and ten poles to the Northwest Corner of Said Surveys in the Center of an East and West Road; Thence East on the North line of Said Surveys and Center line of Said last Mentioned Road, North 81. 1/4 East one hundred and Thirteen & 9/100 poles; Thence South 9. 1/4. East on the Center line of the Eastmon Road, So Called, Four hundred and ten poles to the South line of Said Surveys, being the Greenville Treaty line; Thence on Said last Mentioned line South 81. 1/4 West One Hundred and Twelve & 89/100 poles to the place of beginning, Containing 288.44, Acres, More or less.

"The Said Mortgage deed Contained a Condition as follows, To-wit: Provided Nevertheless, That if the Said David Midford Shall according to its tenor and effect pay his promissory Note of even date herewith Executed to Said grantees or order, due five years after date, for Three Thousand five hundred dollars with interest at the rate of Eight per Cent per annum payable annually, and if Said principal or interest or any part of either be not paid when due as aforesaid, the Same Shall draw interest at the rate aforesaid from the time So due until paid; and if Said interest or any part thereof Shall not be paid within Six Months next after becoming due as aforesaid, the Said principal, and all accrued interest Shall thereby become due, and May be immediately Collected, then these presents Shall be void

No 72-99 Receipts

$ 100,00
182,00
283,00
40,00
100,00
105,00
100,00
180,00
108,00
100,00
145,00
54,00
54.00
Said Note:
there is due them
and Nine Hundred
een from the

whole of the
and say that
20th day of
Note set forth
tiffs their
Successors.
the State of
unt.
ine Hundred
80) in the

ville Treaty
West on the
west corner
the North
North 81. 1/4
on the Center
South line of
Mentioned
place of begin-

Provided
ener and
said grantee
dollars with
and if said
aforesaid.
the debt paid,
Six Months
accrued
ected, then

"The Plaintiff say that by reason of the Non-payment of Said promissory Note, and the interest due thereon, as Set forth in the first cause of action herein, the Said Mortgage deed has become absolute,

"Plaintiff further say, that on the 24th, day of January, 1881, at 6.½ O'Clock P.M: the Said Mortgage deed was delivered to the Recorder of Said Union County for record, and was by him duly recorded in Mortgage Book No 18. Page 23, of the record of Mortgages of Said County,

"The Said Isadora Bailey, Benjamin Bergman, Mary Bergman, Maggie E. Price, Oscar S. Price, Thomas Parish, Elizabeth Parish, S. H. Snowden, M. E. Snowden, Nathan Martino Sarah A. Martino Christian Doner, Mary Doner, J. H. Hamilton, Nancy J. Hill, & Bridge, and George B. Hamilton, have or claim to have Some title to, interest in or lien upon Said real Estate hereinbefore described, or Some part thereof, but plaintiffs Say that the lien of their Said Mortgage is prior and Superior to all other liens or Claimes of the defendants above Named, and they ask that Said defendants last above Named may be required to answer this Petition and Set forth their respective Claims, or be forever barred from asserting them,

"Wherefore Plaintiff ask Judgment against the Said defendant, David Mulford for the Said Sum of $3999.02, with interest thereon at 8% from January 20th 1897: that their Said Mortgage may be foreclosed: That the Said premises May be Sold; That the liens thereon be Marshalled, and their priorities Established, and determined; That the proceeds arising from the Sale of Said real Estate be applied to the payment of Plaintiffs Claim, and that Execution be awarded for any balance, and for Such other and further relief as plaintiffs may be Entitled to, in Equity,

Leilly & Leilly Attorneys for Plaintiffs.

State of Ohio
Franklin County ss

Lemuel D. Leilly, being first duly Sworn, Says that he is one of the Attorneys for the plaintiffs in the foregoing petition: that the Note and Mortgage therein described are in his possession, and that the facts Stated in the foregoing petition are true and Correct according to the best of his knowledge and belief

Lemuel D. Leilly,

"Subscribed and Sworn to before me this 25th day of January, 1897,

L. W. Harrington
Notary Public for Franklin
County Ohio

On Feb 4th 1897, The following Receipt was filed with the Clerk of this Court Co. wit

No 7299
Receipt

Trustees of the Ohio Wesleyan
Universisty, a Corporation
Plaintiff
vs
David Mulford et al
Defendants

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

Receipt

To the Clerk:

Issue Summons for Isadora Bailey, addressed to the Sheriff of Logan County, and issue Summons for J. H. Hamilton addressed to the Sheriff of Knox County, Indorse each Summons: Prayer for Judgment against David Mulford for $3999.02 with interest at 8% from January 20th 1897, foreclosure of Mortgage and Equitable relief

Leilly & Leilly, Attorneys for the Plaintiffs

Receipt

January 25th 1897 The following Receipt was filed with the Clerk of this Court to wit:
To the Clerk "

Issue Summons for the within Named defendants direct to the Sheriff of Union County, Ohio: Indorse: Prayer for Judgment against David Mulford for $899.00 with 8% interest from January 20th 1897: for closure of Mortgage and Equitable Relief.

Lemuel D. Seely Attorney for Plaintiff.

---

On January, 25th A.D. 1897. The following Summons was issued by the Clerk of this Court directed to the Sheriff of Union County Ohio, To-Wit:

No 7299
Summons

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

You are hereby Commanded to Notify David Mulford and Mary N. Mulford his Wife. Isadora Bailey, Benjamin Bergman and Mary Bergman his wife. Maggie E. Price and Oscar E. Price her husband. Thomas Parish and Elizabeth Parish his wife. S.H. Snoden and M.J. Snoden his wife. Nathan Martino and Sarah A. Martino his wife. Christian Doner and Mary Doner his wife J.H. Hamilton, Maray J. Hill, Mary C. Bridge and George B. Hamilton

"That they have been Sued by The Trustees of the Ohio Wesleyan University a Corporation in the Court of Common Pleas of Union County, and Must answer by the 27th day of February A.D. 1897, or the Petition of the said Plaintiff will be taken as true, and Judgment rendered accordingly

You will Make due return of this Summons on the 8th day of February A.D. 1897.

Witness my hand and the Seal of said Court this 26th day of January, A.D. 1897

(Seal)

J.H. Gorrell Clerk
By Jno A Gorrell Deputy.

---

On February 2nd 1897. The Sheriff of Union County Ohio. Made the following return on the above Summons To-Wit

No 7299
Sheriffs Return

The State of Ohio } Sheriffs Return
Union County }

"Received this writ- January. 25th A.D. 1897. at 10.30 O. Clock A.M. and Served Same by delivering a true and Certified Copy of this writ with all the indorsments Thereon to Mary N. Mulford Maggie E. Price, M.J. Snoden Sarah A. Martino, Mary Doner Mary C. Budge, and George B. Hamilton personally, To David Mulford, Benjamin Bergman, Mary Bergman, Oscar E. Price Thomas Parish, Elizabeth Parish, S.H. Snoden, Nathan Martino, and Christian Doner by leaving a Copy at their usual place of Residence on the 29th day of January 1897. after diligent search. Isadora Bailey J.H. Hamilton was not found within my Bailiwick: To Mary J. Hill Deceased on February 6th 1897

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | 2 | 75 |
| Mileage | 4 | 14 |
| Copies | 2 | 85 |
| Total | $9 | 74 |

J. Ed Robinson Sheriff

---

and on the 4th day of February the following Summons was issued by the Clerk of this Court directed to the Sheriff of Logan County Ohio, To-wit:

The State of Ohio } Summons
Union County }

No 7299
Summons

No 7299
Sheriffs Return

No 7299
Summons

"To the Sheriff of Logan County:

You are hereby Commanded to Notify Isadora Bailey that She has been Sued by Trustees of the Ohio Wesleyan University, a Corporation in the Court of Common Pleas of Union County, and Must answer by the 6th 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 15th day of Febuary, A.D. 1897.

Witness My hand and the Seal of said Court this 4th day of Febuary, A.D. 1897

(Seal)

J. M. Gosnell Clerk

---

And on Febuary 13th 1897 the Sheriff of Logan County Made the following return on the Above Summons

No 7299

The State of Ohio
Logan County } ss

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 25 |
| Additional Defts | | 25 |
| Mileage | 1 | 92 |
| Copy | | 12 |
| Total | $ 2 | 54 |

"Received this writ February 5th A.D. 1897 at 4 o'clock P.M. and Served Same by delivering personally a true and certified Copy of the Same to the within Named Isadora Bailey this the 9th day of February 1897

Charley Shaw. Sheriff

---

And on the 4th day of February the following Summons was issued by the Clerk of this Court directed to the Sheriff of Knox County This To Wit

No 7299
Summons

The State of Ohio
Union County } ss

Summons

"To the Sheriff of Knox County,

You are hereby Commanded to Notify J. H. Hamilton that he has been Sued by The Trustees of the Ohio Wesleyan University a Corporation, in the Court of Common Pleas of Union County, and Must answer by the 6th 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 15th day of February, A.D. 1897

Witness my hand and the Seal of said Court this 4th day of February, A.D. 1897

(Seal)

J. M. Gosnell Clerk

---

And on Feb 6th 1897 The Sheriff of Knox County Made the following return To-Wit:

No 7299
Sheriffs Return

The State of Ohio
Knox County } ss

Sheriffs Return

| Sheriffs Fees | | |
|---|---|---|
| Service & Return | | |
| Additional Defts | | |
| Mileage | | |
| Copy | | |
| Postage | | |
| Total | | |

"Received this writ Feby 5th A.D. 1897 at 8 o'clock A.M. and Served Same by delivering personal a true copy thereof with all the indorsements thereon to the within named defendant J. H. Hamilton Feb. 5. A.D. 1897

Josiah J. Smoots
Sheriff K Co

March 1st 1897. The following Answer & Cross Petition of Mary J. Hill was filed with the Clerk of this Court. To-Wit:

No 7299
Answer and Cross Petition of Mary J Hill

Trustees of the Ohio Wesleyan Universality ---- Plaintiff
vs
David Mulford et. al. Defendants

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

Answer and Cross Petition of Mary J. Hill one of the defendants

Now Comes Mary J. Hill one of the defendants in the above entitled cause by leave of Court, and by Way of Cross Petition, this defendant says that Christian Doner and Mary Doner his wife on the 25th day of January A.D. 1895. did Make their Certain promissory Note in Writing of that date, and did then deliver the same to this defendant, and thereby promise to pay this defendant or her order the Sum of Five Hundred dollars in three years after the date thereof, which period will elaps on the 25th day of Jan. 1898, and this defendant further says that to secure the payment of said promissory Note, and the Money Secured thereby, the said Christian Doner with his wife the said defendant Mary Doner by their certain deed of Mortgage of Even date with said promissory Note duly executed and delivered to this defendant, did convey to her the said Mary J Hill her heirs and assigns forever the following described Premises being a part of the real Estate in the Petition herein described to wit: In the Township of Jackson, County of Union and State of Ohio Virginia Military Survey No. 2901 and 10780, and bounded and described as follows: Being Part of the west ½ part of said Survey; Beginning in the South line of said Survey, which is also known as the Fremires Treaty or Boundary line, at a point in said line N. 81¼° E. 56 79/100 poles from the Southwest corner of said Survey, which point is also the East Corner, Martinues, 50 acres in said Survey; thence with said Martinues East line N. 9° W. 141 5/100 poles to his North East Corner; thence N. 81¼° E. 56 60/100 poles to the center of the Eastman road; thence with the center of said Eastman road S. 9¼° 141 59/100 poles to said Treaty or Boundary line; thence with said Treaty or Boundary line S. 81¼° W. 56 60/100 poles to the place of beginning, Containing 50. acres More or Less — To have and to hold the same to her the said Mary J. Hill her heirs and assigns forever. Which said deed of Conveyance had a Condition thereunder written, whereby it was provided that whereas the Christian Doner and Mary Doner had this day Executed, and delivered to said Mary J. Hill their promissory Note for the Sum of Five hundred dollars, payable to the order of Mary J. Hill in three years from date. Now if the said Christian Doner and Mary Doner shall well and truly pay, or cause to be paid the Sum of $500 00 with interest at 7% payable annually, Named in said promissory Note according to the tenor and Effect thereof then this deed to be Null and Void, Otherwise to remain in full force and Effect in law. And this defendant further says that She caused said Mortgage to be deposited with the Recorder of said County of Union at his office on the 13th day of February A.D. 1895. at 10. O'Clock A.M. for record, and the same was therefore duly recorded in the records of Mortgages in said County, and that no part of the Money Mentioned in said promissory Note and Mortgage has been paid except to apply on interest Jan 9th 1895. $35 00, and Jan 19th 1897. $12 00 but is with the balance of the interest thereon Still due and unpaid.

"Therefore this defendant asks that out of the proceeds of the Sale of said

No 7299
Entry

real Estate herein. her said debt with the interest due thereon be paid. and for all proper relief

J. L. Jolliff attorny for said Mary J. Hill.

The State of Ohio Union ss:

Mary J. Hill. the above Named defendant Sworn that She believes the facts Stated in the foregoing answer and Cross Petition to be true

Mary. J. Hill.

Sworn to before me by Said Mary J. Hill. and by her Signed in my presence. this 1st day of March. 1897

M. W. Hill Justice of the Peace

April. 19th 1897. the following Decree of foreclosure and Order of Sale was filed in the office of the Clerk of this Court. To-wit:

No 7299 Entry

Trustees of the Ohio Wesleyan University. Plaintiff
vs
David Mulford Et. al. Defendants

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

Judgment and order of Sale.

This Cause came on to be heard upon the Petition. the answer. and Cross Petition of Mary J. Hill (all the other defendants being in default for answer or demurer). and the evidence. and was Submitted to the Court.

"On consideration whereof the Court finds that the defendants David Mulford Executed and delivered to the Plaintiff the Note in Said Petition described. and that Said defendants David Mulford and Mary N Mulford. his wife executed and delivered to the Plaintiff the Mortgage deed Set forth in Said Petition. upon the following described Real Estate. To-wit: Situated in Union County. State of. Ohio. and being part of the West one third part of Surveys Nos 9901 and 10780. in the Virginia Military District. bounded as follows. Viz: Beginning at the South west Corner of Said Surveys. in the Greenville Treaty line. and in the Center of an East and West road: Thence N. 9¼ West on the west line of Said Surveys. four hundred and ten poles to the North west Corner of Said Surveys. in the Center of an East and West road: Thence East on the North line of Said Surveys. and Center line of Said last Mentioned road North. 81¼ East. One hundred and thirteen and 9/100 poles: Thence South 9¼ East on the Center line of the Eastman Road. So Called. four hundred and Ten poles to the South line of Said Surveys. being the Greenville Treaty line: Thence on Said last Mentioned line. S. 81¼ West. one hundred and Twelve. 0 8/100 poles to the place of beginning. Containing. 288. 41/100 acres. More or less

"And that Said Mortgage was duly recorded on the 24th day of January. 1880 in the record of Mortgages in Said Union County. Ohio. and is the first and best lien on Said real Estate.

"The Court also finds that there is due to the Plaintiffs. upon the Note Set forth in Said Petition. which Said Mortgage was given to Secure. the Sum of. four thousand and Seventy Nine. Dollars ($4079.00) with interest at 8% from this date. and that the Plaintiffs are entitled to a foreclosure of Said Mortgage as Prayed for in their Petition

"The Court also finds that the Defendant Mary J. Hill has a Mortgage upon a part of the premises described in Plaintiffs Petition. which Said Mortgage was given to Secure the payment of a promissory Note Made by Christian Doner. and Mary Doner his wife. described in Said Cross Petition. which Said Mortgage was

duly filed for record in the office of the Recorder of Union County, Ohio, on the 13th day of February, 1895, and that said Mortgage is a second lien upon the premises therein described, and subject to the lien of the Plaintiff.

"It is therefore considered by the Court that the Plaintiffs recover from the defendant David Mulford the Sum of Four Thousand and Seventy Nine Dollars, with 8% thereon from this day, and their Costs herein expended Taxed at $

And if the said Defendant David Mulford fail for twenty days from the entry of this decree, to pay the Plaintiff said Sum of $4079.00 with 8% interest from this day, then the defendants Equity of redemption shall be foreclosed, and said Mortgaged premises shall be Sold, and an order of Sale shall issue to the Sheriff of Union County, Ohio commanding him to sell the above described premises as upon Execution, and bring the proceeds thereof into Court, to be applied in Satisfaction of the Sums so found due, in the order of their priority as above found, upon the confirmation of said Sale.

Albert J McConnell Clerk

No 7666.

Receipt

No 7666
Summons

"Pleas. Continued and held at the Court in Marysville, Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan, Dav. Judge of Said Court, of the Term of January to-wit: on the 27th day of March in the year of our Lord One Thousand Nine Hundred

"Be it remembered that heretofore, To-wit: on the 23rd day of March A.D. 1899, William Goff, files in the Clerks office of the Said Court of Common Pleas, the following Petition against Ira Donahue, and Orlando Eaton, To-wit,

No 7666.

William Goff, Plff
vs
Ira Donahue and
Orlando Eaton, Defts

Court of Common Pleas, Union County, Ohio.

Petition

Plaintiff says that on or about the 1st day of April, 1893 Said Defendants executed and delivered to him on his Order their promissory Note of that date for a full and Valuable Consideration for the Sum of $75.00 due and payable on the first day of Jan 1894, bearing interest at the rate of 8% per cent per annum payable annually, after the Same was due, That there are no payments or Credits thereon

"That long after Said Note became due, Said Note was Either lost or destroyed and is Now lost,

"That there is Now due on Said Note with accumulated interest the Sum of $115.33 for Which Sum the Plaintiff asks Judgment with interest at the rate of 8% per annum from this date,

J.M. Kennedy Atty for Plaintiff

The State of Ohio
Union County } ss

William Goff being first duly sworn Says the facts and allegations of the foregoing Petition are as he believes true

Wm Goff

Sworn to, and Subscribed by the Said Wm Goff before me this 23rd day of March, 1899

S.H. Rollefrath
Notary Public

(Seal)

To the Clerk:

"Issue Summons directed to the Sheriff of Union Co. Ohio for Ira Donahue, and Orlando, Eaton: Endorsed Amount of Judgment Claimed $115.33 on Promissory Note with interest from date at 8%.

Receipt

J.M. Kennedy, Atty for Plaintiff.

March 23rd 1899. the following Summons was issued to the Sheriff of Union County Ohio. To-wit

No 7666
Summons

The State of Ohio
Union County } ss

Summons

To the Sheriff of Union County:

You are hereby Commanded to Notify Ira Donahue and Orlando Eaton that they have been Sued by William Goff in the Court of Common Pleas of Union County, and Must answer by the 22nd day of April A.D. 1899 or the Petition of the Said plaintiff will be taken as true and Judgment rendered according to

"You will Make due return of this Summons on the 3rd day of April, A.D. 1899.

Witness My hand and the Seal of Said Court this 23rd day of March A.D. 1899.

(Seal)

J. McConnell Clerk

March 25th 1899: The Sheriff of Union County made the following return on the above Summons to-wit:

No 7666 Sheriff Return

The State of Ohio
Union County ss

Sheriffs Return

"Received this writ March 24th A.D. 1899, 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 Ira Donahue and Orlando Eaton Personally on March 24th 1899.

J Ed Robinson Sheriff

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | 3 | 48 |
| Copies | | 35 |
| Total | $4 | 88 |

April 21st 1899 the following answer was filed with the Clerk of this Court to-wit:

No 7666 Answer

William Goff. Plaintiff
vs
Ira Donahue et al. Defendants

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

Answer.

For answer to the Petition the defendant say:

"They admit the Execution and delivery of the Note Mentioned in the Petition. Except that it did not draw interest, but the deny all the other allegations set forth in the Petition

Second: Defense:

"For further defense the defendants say that in the Spring of the year 1898. the plaintiff was the owner of a farm in Union County containing about 140 Acres on which was a house used as a residence. - The defendant Ira Donahue rented said home and 14 acres of the land for Each rent for which he Executed to the plaintiff the Note Mentioned in the Petition. with the said Eaton as Security. Said Ira Donahue at the same time rented other lands of the plaintiff for which he was to pay grain rent and it was verbally agreed between the plaintiff and said Ira. that the latter should have the opportunity of doing work on the farm in the discharge of the said Note.

"Said Ira Donahue took the possession of the said land and farmed it. and during the time performed Work and labor for the plaintiff. and at his request which Work and labor was of the Value of $ 96.75 as follows:

"Herking and Dibbing Corn $4 60. Making Two Cribs $12 00 Making rails $2 50 Cutting Posts $8 00. Hauling Tile $1 00. Filling Ditch $3. 50. Pulling Corn out of field $1 00. Hauling lumber $1 50. Hauling and laying up rails $1 40. Digging well $7 00 Watering Sheep. $3 00 Furnishing Meals to plaintiff. $12 75. Total $96 25

"Said account More than paid said Note. and afterwards. about the time said lease Expired the plaintiff and said Ira Met. and went over their accounts and dealings. and Made Settlement so far as said Note was concerned, and the plaintiff then Claimed that he did not have the said Note with him. but that he could deliver it to the said Ira the next day. which he then and there agreed to do.

"There was at the time of said Settlement some disagreement in regard to a pasture field that said Ira had agreed to rent of the plaintiff on Condition that the plaintiff would fix up the fences. so the pasture could be used.

"Said Ira was to pay $30. for the said pasture if the plaintiff fixed up the fences so it could be used. but the plaintiff neglected to fix said fences and said Ira did not take the pasture. - On this point there was some difference. and the plaintiff Claimed that the balance of the said account, after

No 7666 Reply.

2nd Defense

paying the said Note Shenda apply on the said pasture, and the said Ira denied owing for the pasture for the reason Stated.

"But the plaintiff and said Ira Made Settlement So far as the said Note was concerned Said Ira having given Security for the said Note demanded that Enough of Said account Should be applied upon the said Note to pay it. to which the plaintiff agreed, and Consented to deliver up the Note as hereinbefore Stated, but as to whether the balance of said account Should be applied upon the pasture, or be paid to the said Ira was not fully determined.

"The defendants say that said Ira did not receive the pasture Mentioned herein, and after paying said Note there was, and Still is due him the Sum of $21.25.

"Wherefore the defendant Easton asks to go hence, and the said Ira Donahue, asks judgment against the plaintiff for the Sum of $21.25 with interest from April 1st 1894, and for all proper relief.

Cannon & Cannon Attorneys for Defts.

The State of Ohio } ss
Union County }

"Ira Donahue, one of the defendants being first duly Sworn Says that the facts Stated in the foregoing answer are true as he believes

Ira Donahue.

"Sworn to before me and Signed in my presence this 21st day of April, 1899

(Seal)

Jno A Gonnell
Deputy Clerk

---

June 19th 1899. The following Reply was filed in the office of the Clerk of this Court Com. Pls.

No 7666
Reply.

Wm Goff. Plff
vs
Ira Donahue et al Defts

Union County Court of Common Pleas;
Reply.

For reply to defendants answer, plaintiff Says that he admits the renting of lands, as Stated in Said answer, but denies that he ever agreed verbally or otherwise that defendant Donahue Should have the opportunity of doing work on Said farm to discharge Said Note.

2nd Defense "Plaintiff denies that Donahue performed Work, and labor for the plaintiff at his request to the amount and Value of $96.75. Plaintiff denies that the defendant husked Corn to the Value of $46.50 or Making two Cribs $12.00, or in Making rails to the amount and Value of $2.20 or Entering fronts $8.00 or hauling tile $1.00 or filling ditch $3.50, or hauling and laying up rails $14.00, or digging Well $7.00, or Watering Sheep $3.00 and Meals to plaintiff $12.50

"Plaintiff further denies that he and the defendant Ira Donahue ever agreed on a Settlement of Said accounts as Set out in Said answer, or any other accounts in regard to Said Note, or that he ever agreed to deliver Said Note to Said defendant or to any one else

3rd Defence = Plaintiff Says that about the time of Entering into the lease for the house and lot, the plaintiff and defendant entered into a Written agreement for Said house and lot and all the land rented to Said Donahue, and also for the Woods pasture on Said farm for thirty dollars, Which Woods pasture was to be paid for in Work on Said farm, at the Same time Said Goff rented Said Donahue about 40 acres of plow land on Said farm, and as a part of Said agreement Said Donahue was to clear off a piece of New ground. Move the fences, and cut off trees, and remove the

logs and brush to clear up and burn ready to plow. Said Donahue was also to remove the fence on the North Side of New ground and put it up on the South Side of Said New ground. Donahue also agreed to haul from Bigelows Tile Kilns about 75 or 80 rods of tile More or less and place them along ditches on thy about Named New ground in good Shape. Donahue was to do the Work above Named free of Charge against Plaintiff.

"4. Defense = Plaintiff further Says that So Much of Said Charges as Making rails 82½, Cutting Posts. 83¢ hauling Tile $1.00 Filling ditch 88¢ hauling and laying up rails $ 14.00 digging a Well $7.00 Watering Sheep 88¢ were all for the defendant and for his benefit and not done for the Plaintiff, or at his request. a great part of it on the New ground the defendant was compelled to do as per this Agreement.

5th Defense = Plaintiff further Says that Said Donahue took possession of Said pasture as Stipulated in Said Agreement and failed to pay for the Same in Work. and the Plaintiff in order to help defendant out put in and pastured Sheep to the Value of $19.50. and the Charges for Watering Sheep and cleaning out Well were for Donahue himself in Watering the Stock on his own pasture for which he was getting pay. and was not done for Said Goff, or at his request

"That there remains Eleven and 50/100 dollars due on the rent of the pasture. which was to be paid for in Work. and any work done on Said farm to the Value of $11.50 Should be Applied on Said account for pasture.

"Plaintiff further Says that Said Defendant Donahue husked about four hundred bushells of Corn for Plaintiff, and Cribed the Same. at the rate of 5 cents per bushell and built Two Cribs out of rails that were already Made on the place which would not be worth over $3.00 all told. and that all the work done for Said Goff on Said farm for which Said Goff would be liable would not Exceed Twenty five dollars No part of which was ever agreed to be accredited on Said Note.

"The Plaintiff denies each and Every other allegation of Said answer not herein Especially pleaded to or denied.

"Wherefore the Plaintiff prays judgment against Said defendants, as in his Petition

J. M. Kennedy Attorney for Plaintiff

The State of Ohio } ss
Union County }

"Wm Goff being first duly Sworn Says the facts and allegations in the foregoing reply are as he believes true

Wm Goff.

Sworn to and Subscribed this 9th day of May A.D. 1889 by the Said Wm Goff. before me the Subscriber

A. H. Kellyfeath. Justice of the Peace.

January. 1890. The following Entry and Verdict was filed with the Clerk of this Court. To-Wit:

No 7666 Entry and Verdict

William Goff. vs Ira Donahue et al } Court of Common Pleas. Union County. Ohio

This day Came the parties by their attorneys. also the following named persons as. Jurors. To-Wit: (1) P. V. Burson, (2) Leon. Rosbury (3) H. S. Slamaker. (4) Lemon Love (5). C. C. Smith (6) E. B. Mathis, (7) C D Liddle.

No 7464

No 7656

(8) P L Robinson (9) David Cushman. (10) A E Platte (11) Philip Rauch. (12) John Nicely. who were duly impaneled and Sworn according to law. and after hearing the Evidence the arguments of their Attorneys and the Charge of the Court they retired to their room in charge of the Sheriff for deliberation. and the said Jury now come into open Court with their Verdict in writing Signed by their foreman and Say:

"We the Jury being duly impaneled. Sworn and affirmed find the issue in this case in favor of the Plaintiff. and assess the amount due to the Plaintiff from the Defendants at the Sum of Two H 87/100 Dollars

Dated Jan 19th 1900 H. S. Stamats Foreman

January 27th 1900 The following Entry was filed in the Clerk Office To-wit:

No 7464 William Goff vs Jra Donohue et al — Entry

The Jury on a former day of this Term having returned their Verdict in favor of the Plaintiff in the Sum of $2.00 and there being no Motion for a New Trial - It is adjudged that the Plaintiff recover of the defendants said Sum of $2.00 It appearing that a Justice of the Peace had jurisdiction of the action No Judgment for Costs is allowed according to Section 5349 Revised Statutes of Ohio.

J M Kennedy Atty for Plaintiff
Cannon & Cannon.

Attest J. M. Grosvenor Clerk

"Pleas Continued and Held at the Court House in Marysville within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. Before the Honorable Duncan Dow. Judge of Said Court, of the Term of September. To-wit on the 25th day of September in the year of our Lord. One Thousand Eight Hundred and Ninety Nine

"Be It remembered that heretofore To-wit: on the 10th day of March A.D. 1898. The Farmers Bank filed in the Clerks office of the Said Court of Common Pleas the following Petition against Willis J. Roots et.al. To-wit:

7656 The Farmers Bank = Plaintiff
vs
Willis J. Roots. The Trustees of Union Township Union County Ohio.
W. C. Pullington. Isreal Penrose. the Citizens Home and Savings Co and. John K. Taylor = Defendants.

In the Court of Common Pleas of Union County Ohio.

Petition

"The Plaintiff Says. that it is a Corporation. duly incorporated Under the laws of the State of Ohio. Under the Corporate Name of the Farmers Bank. and that its principal place of business is in the Village of Marysville Union County. Ohio.

"That at the September 1898. Term of the Court of Common Pleas of Union County. Ohio. Said Plaintiff. obtained a Judgment against Said defendant Willis J Roots. Under the Name of W.J. Roots for the Sum of Three hundred and Six and 47/100 Dollars. which was a lien upon Said defendants real Estate from September. 5th 1898. Said Judgment bears Eight per cent interest

from September 5th 1894. That said judgment still remanies in full force unreversed and unsatisfied except the sum of Two Hundred and Fifty four and 6/100 Dollars paid thereon, by Sale of premises under decree of foreclosure on January 21st 1898.

"Said defendant Willis G. Roots is the owner of the following described real Estate Situated in the Village of Milford Center of Union County State of Ohio being parts of In Lots Numbers Forty four (44) Sixty Seven (67) Sixty Eight (68) Sixty Six (66). and Out Lot Number Twelve (12). More particulary described as follows.

"1st Tract, Parts of In Lots Numbered 67. and 68. Beginning at the South west corner of In Lot No 66; Thence South and parallell with Mill Street 91. feet to Center Street; Thence East, and parallel with Center Street 100 feet; Thence North and parallel with the west line of Mill Street 91. feet, Thence west and parallel with the South line of Center Street 100. feet to the beginning. For a More definate description of Said In Lots Nos 67. and 68 reference is hereby made to the recorded Plat of said Village of Milford Center in the office of the Recorder of said Union County Ohio

"Second Tract, Part of In Lot Number 44. Beginning at the South west corner of Said Lot, and running thence with the west line of Said Lot 78 feet to a Stake, Thence in an Easterly direction and parallel with the South line of In Lot No. 43. to a Stake in the west line of Out Lot No. 12; Thence with Said line to the South East Corner of Said Lot No. 44, Thence to the beginning, Excepting therefrom 100. feet off the East End of the above Lot Conveyed to Ettie Burr January 3rd 1890 See Volume 63. Page 419 by the Records of Deeds of Union County, Ohio. For a more definate description of Said In Lot No. 44 reference is hereby made to the recorded Plat of Said Village in the office of the Recorder of Said Union County, Ohio.

"Third Tract, Being all of In Lot Number Sixty Six (66). Except 7½ feet feet off the South Side reserved by John D Granger; For a More definate description of Said In Lot No 66, reference is hereby made to the recorded plat of Said Village in the office of the Recorder of Said Union County, Ohio.

"Fourth Tract, Part of Out Lot Number 12, Beginning in the North line of Center Street at the South west corner of that part of Said Out Lot owned by Union Township, Thence a Northerly Course in a Straight line 132. feet to the North-west Corner of that part of Said Out Lot owned by Heller and Houser, Thence a North westerly Course with the North line of Said Out Lot 50. feet to the North-East Corner of that part of Said Out Lot formerly owned by Roots and Tway Thence with their East line a Southwesterly Course 132. feet to the North side of Said Center Street, Thence a South Easterly Course with the North line of Said Center Street 50 feet to the beginning. For a More definate description of Said Out Lot No 12. reference is hereby made to the recorded Plat of Said Village in the office of the Recorder of Said Union County, Ohio.

No 7654. Summons

"Fifth Tract, Part of Out Lot Number 12, Beginning at the North East corner of that part of Said Lot owned by Union Township, Thence North along the west Side of Mill Street 80 feet to the South East corner of that part of Said Out Lot owned by Heller and Houser, Thence a Westerly Course 82½ feet, Thence South 80. feet, Thence an Easterly Course 82½ feet to the beginning.

"Sixth Tract, The undivided one half of part of Out Lot No. 23. "Beginning at the South East corner of Jno D. Johnsons Lot, Thence West 120. feet to the East Side of Pleasant Street, Thence South parallel

with with Pleasant Street 90 feet to Center Street; Thence East Parallel with the North line of Center Street 350 feet to the line of Dixon Mitchells heirs land; Thence North parallel with said Mitchells heirs line 175 feet; Thence West 230 feet to the North-East Corner of a Lot formerly owned by Mabley, Reed; Thence South parallel with the East line of said Mabely, Reeds Lot, and said W.H Johnsons Lot, 85 feet to the place of beginning.

"Seventh Tract— The undivided one half of the Lots Numbers 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 131, and 132, For a more definate description of all of said Lots reference is hereby made to the recorded Plat of W. H Reeds addition to said Village in the office of the Recorder of said Union County, Ohio

"Plaintiff says that said defendants, The Trustees of Union Township, Union County, Ohio W.C. Mullington, Isreal, Penrose, The Citizens Home and Savings Company and John R. Taylor claim some lien on said premises, and Plaintiff asks that they be each required to Severally Set forth their liens herein or be forever barred from claiming the same,

"Plaintiff therefore prays that said premises may be Sold, the Priority of liens adjusted, and the proceeds applied to the payment of Plaintiffs claims in its Order of Priority, and for all other proper Relief in the premises.

John M. Brodrick Attorny for Plaintiff.

The State of Ohio, } ss
County of Union. }

"Chas. W. Southard being Sworn Makes Oath that he is the Cashier of said The Farmers Bank, That the facts Stated in the foregoing Petition are to affiant believes True.

Chas. W. Southard

"Sworn to by, said Chas. W. Southard before me, and Signed by, him in My presence this, 10th day of March, 1899.

(Seal) H.T. Arthur
Notary Public

"We hereby Waive the issuing and Service of Summons, and Enter our appearance herein this 10th day of March, 1899.

The Trustees of Union Tp. By John M Brodrick this day
The Citizens Home and Savings Co. By John M Brodrick " "
John R. Taylor. By John M. Brodrick " "
Isreal Penrose by, D.W. Ayers his Atty
W.C. Mullington.

---

On March 10th 1899, The following Summons was issued to the Sheriff of Union County, To-wit:

No 7656. Summons

The State of Ohio } Summons.
Union County } ss

"To the Sheriff of Union County.

"you are hereby Commanded to Notify Willis J. Roots that he has been Sued by The Farmers Bank in the Court of Common Pleas of Union County, and Must Answer by the 8th day of April A.D. 1899 or the Petition of the Said Plaintiff will be taken as true and Judgment rendered accordingly.

You will Make due return of this Summons on the 20th day of March A.D 1899.

Witness My hand and the Seal of Said Court, this 10th day of March, A.D. 1899.

J. M. Gosnell Clerk

---

On March 14th 1899. the above Summons was returned by the Sheriff of Huron County with the following indorsments thereon to-wit.

No 7656
Sheriff Return on Summons

The State of Ohio
Huron County ss

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Mileage | | 80 |
| Copy | | 15 |
| Total | $ 1 | 45 |

"Received this writ March 13th A.D. 1899. at 8. O'Clock A.M. and Served same by delivering a true and Certified Copy of this Writ with all of the indorsments thereon to Willis J. Roots Personally on March 14th 1899.

J. Ed Robinson Sheriff.

---

"On May 23rd A.D. 1899. the following Answer and Cross Petition of Isreal Penrose was filed with the Clerk of this Court to-wit.

No 7656.
Answer and Cross Petition of Isreal Penrose

The Farmers Bank
Plaintiff
vs
Willis J. Roots et al.
Defendants

"In the Court of Common Pleas of Huron County, Ohio.

Answer and Cross Petition of Isreal Penrose

"The Defendant, Isreal Penrose Now Comes and for his answer and Cross Petition herein Says.

"The Defendant W. J. Roots is indebted to him in the Sum of Twenty Six Hundred Dollars, which this defendant Claims with interest from the 1st day of March A.D. 1899 on a Promissory Note and Coupon of which the following are true Copies with all Credits and Endorsments thereon.

Marysville, Ohio. March 1st, 1894.

"Five years after date I promise to pay to the order of Isreal Penrose Twenty Six Hundred 00/100 Dollars at Bank of Marysville, Ohio Value received without any relief whatever from Valuation and Appraisment Laws, with interest at the rate of Eight per Cent. per annum after Maturity, payable annually. The Drawer 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 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 accruing 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

Milford Center, Huron County, Ohio } W. J. Roots.

"There are No Credits or Endorsments on Said Note,

"Second Cause of Action

"At the time of the Execution and delivery of the Note so described, and set forth in the First Cause of Action herein the Said Defendant W. J. Roots Made and Executed to the Defendant Isreal Penrose for the interest on Said Note, at Eight per Cent and to pay the Annual interest thereon a Series of Coupon Notes all of which have been fully paid the Coupon becoming due

March 10th 1899. which is in the words and figures, contained in the following true Copy. Thereof.

"Marysville Ohio March. 1st 1894.

"Five years after date I. promise to pay. to the order of Isreal Penrose, One Hundred and Sixty Nine Dollars at the Bank of. Marysville (with interest at the rate of. Eight per cent per annum after Maturity, (payable annually) being the Fifth annual interest on the Note hereto attached of Even date herewith. and Subject to all the Conditions of Said Note

Milford Center Union County. Ohio } W. J. Roots.

"There is the following Credits on the back of. Said Note.; Received on the within Coupon Note #120 Jan 21st 1899.

"Third Cause of. Action

"At the time of delivering Said Note and Coupon to secure the payment of the Same the defendant W. J Roots duly Executed and delivered to this defendant his Mortgage deed Conveying the following Premises. Bounded and described as follows:= Situate in the County of. Union and State of. Ohio in the Village of Milford Center. and bounded and described as follows;= Commencing at the Southwest Corner of Lot no 66. formerly owned by John R. Day in Said Village and running South Parallel with Mill Street. Ninety One (91) feet to Center Street; Thence East and Parallel with Center Street. One Hundred (100) feet; Thence North Ninety one (91) feet Parallel with west Line on Mill Street; Thence West. One Hundred feet and Parallel with South line on Center Street to the place of. beginning.= Being Part of Lots Nos. 67-68 in Said Village. For a More Complete description of. Said Lots reference is Made to the Recorded Plat of. Said Village.

"Said Mortgage was Conditioned, that if the. W. J. Roots Should Pay or Cause to be paid to this defendant Isreal Penrose. the Said Note. for the Sum of Twenty Six Hundred Dollars ($2600.00) and the Coupons attached thereto when the Same Severally become due then Said Mortgage was to be void. Otherwise to remain in full force and Vertue in law.= On the 1st day of March A.D. 1894 at 3. O'Clock P.M. of. Said day. Said Mortgage was duly left for Record at the Recorders Office of. Union County, Ohio. and was duly Recorded in Book 32 Pages 514 & 515. of his Records March 6th 1894.

"This defendant Says that he is interpleaded. With other defendants for the purpose of Marshalling the liens on the Real Estate described in the Plaintiffs Petition. and that a Part of the lands described in the Plaintiffs Petition are the Same lands Conveyed by the foregoing described Mortgage to this defendant to Secure the Said Note for $2600.00 and Said Coupon Note. for $160.00.

"This Defendant Says that Said Mortgage is Executed as aforesaid is the first and best lien on the above described Premises. and Should be first Paid out of the proceeds of the Sale Prayed for in Plaintiffs Petition

"This defendant Says that the Conditions Contained in his Said Mortgage have been broken. and that the aforesaid Note for $2600) Twenty Six Hundred Dollars. and Said Coupon Note for One Hundred and Sixty Nine Dollars. are due and Unpaid

"This Defendant therefore asks Judgment against the Said defendant W. J. Roots in Said Sum of Twenty Six Hundred Dollars on Said Promissory Note. and for the Sum of Forty Dollars on Said Coupon Note with Interest at Eight per Cent on Said Sum of Twenty Six Hundred Dollars ($2600.00) from March 1st 1899. and Interest on Forty Dollars ($40.00) from March 1st 1899. and that his Said

Mortgage may be decreed to be the first lien on the aforesaid Premises described in said Mortgage, and that on a Sale of said Premises that the Claims set forth in this Answer and Cross Petition be first paid, and for all Equitable relief

D.W. Ayers Attorney for Isreal Penrose.

State of Ohio } ss
Union County }

"D. W. Ayers being first duly Sworn says he is the Attorney of the said Defendant herein "Isreal Penrose, duly authorized in the Premises, That the said Isreal Penrose is a Non resident of said County of Union and was absent therefrom "That the facts Stated and allegations in the foregoing, Answer and Cross Petition of Isreal Penrose are as Affiant believes, True.

D.W. Ayers.

"Sworn to before me and Signed in my presence by the said D.W. Ayers this 22nd day of March. A.D. 1899.

(Seal)

J.N. Gosnell
Clerk of Court

March 23rd 1900 The following, Answer and Cross Petition of The Citizens Home and Savings Company, was filed with the office of the Clerk of this Court, to-wit:

No 7656 Answer and Cross Petition of the Citizens Home and Savings Co.

The Farmers Bank
Plaintiff
VS
Willis Y. Roots Et al
Defendants

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

"Answer and Cross Petition of The Citizens Home and Savings Company.

"And Now. Comes the said defendant, The Citizens Home and Savings Company, and for its Answer, and Cross Petition herein Says That it is a Corporation duly incorporated Under the Laws of the State of Ohio, and that its principal office is at Marysville, Ohio. That at the September 1898, Term of this Court it obtained a Judgment by the Consideration of said Court against the defendant Willis Y. Roots, in a Certain Cause then Pending therein, and Numbered on the records in said Court as Case No 7564, in the Sum of $536.21 with weekly payments of 63/100 Dollars per Each and Every week from and after September 5th, 1898, and the Costs of said Case amounting to the Sum of $

"Plaintiff further Says that at the time of obtaining Such Judgment it also obtained a decree of foreclosure of a Mortgage on the following premises described in Plaintiffs Petition Viz: Situate in the Village of Milford Center County of Union and State of Ohio. Part of In Lot Number Forty Four (44) = Beginning at the South West Corner of said Lot, and running thence with the west line of said Lot 78 feet to a Stake; Thence in an Easterly direction and Parallel with the South line of In Lot Number Forty Three (43) to a Stake in the West line of Out Lot Number Twelve (12); Thence with Said line to the South East Corner of said Lot Number Forty Four (44); Thence to the beginning, Excepting One Hundred feet off the East End of the above Lot Conveyed to Ettie Beer January 3rd 1890.- See Vol. 63, Page 410, of the Deed Records of Union County, Ohio

"Said Judgment remains in full force, Unreversed and Unsatisfied; There is due and remaining Unpaid thereon from said defendant Willis Y. Roots to said Defendant, The Citizens Home and Savings Company the Sum of Three Hundred and Thirty Six and 21/100 Dollars, with weekly payments of 63/100 Dollars for Each and Every Week from and after September 5th 1898, and & Costs of Suit; and Said Judgment and decree is the first and best lien on the Premises herein described.

"Said Defendant The Citizens Home and Savings Company therefore asks that out of the proceeds of the Sale of Said Premises its Said Judgment and decree be Paid in the order of its Priority. and for all other proper relief in the Premise.

John M. Brodrick Attorney for the C. H. & S. Co.

The State of Ohio
County of Union ss

"John M. Brodrick being duoom Makes Oath that he is the authorized Attorney of Said Defendant The Citizens Home and Savings Company and that the facts Stated in the foregoing Answer and Cross Petition are as affiant believes True.

John M. Brodrick.

"Sworn to by Said John M. Brodrick before me and Signed by him in my presence this 23rd day of March 1899.

(Seal)

J. M. Gosnell
Clerk of Court

---

March 23rd 1899. The following answer and Cross Petition of The Citizens Home and Savings Company was filed in the office of the Clerk of this Court. To-wit:

No 7654
answer and Cross Petition of the Citizens Home and Savings Co

The Farmers Bank
Plaintiff
vs
Willis J. Roots et al
Defendants

"In the Court of Common Pleas of Union County, Ohio.

"Answer and Cross Petition of The Citizens Home and Savings Company.

"And Now Comes the Said defendant The Citizens Home and Savings Company, and for its answer and Cross Petition herein Says: That it is a Corporation duly incorporated under the Laws of the State of Ohio, and that its principal Office is at Marysville, Ohio. = That at the September 1898 Term of this Court it obtained a judgment against the defendant Willis J. Roots by the Consideration of Said Court, in case No 7567, thereof Pending therein in the Sum of $990.84/100 Dollars with weekly payments of $1.89 for each and every week from and after September 5th 1898, and the Costs of Suit amounting to $.

"Plaintiff further Says that at the time of obtaining Said Judgment it also obtained a decree of foreclosure of a Mortgage on the following Premises described in Plaintiffs Petition Viz: Situate in the Village of Milford Center County of Union and State of Ohio. Part of Out Lot Number Twelve (12) = Beginning in the North line of Center Street, at the South West Corner of that part of Said Out Lot owned by Union Township: Thence a North Easterly Course, in a Straight line 132 feet to the North West corner of that part of Said Out Lot owned by Heller & Hauser: Thence a North Westerly Course with the North line of Said Out Lot, 50 feet to the North East Corner of that part of Said Out Lot owned by Roots and Gray: Thence with East line a South Westerly Course 132 feet to the North line of Said Center Street: Thence a South Easterly Course with the North line of Said Center Street 50 feet to the: Beginning. For a more definite description of Said Out Lot No 12. reference is hereby Made to the recorded Plat of Said Village in the Office of the Recorder of Said Union County, Ohio.

"Also In Lot Number Sixty Six (66) in Said Village Excepting 7½ feet off the North Side of Said In Lot reserved by John A. Geauque. For a more definate discription of Said In Lot reference is hereby Made to the recorded Plat of Said Village in the Office of the Recorder of Said Union County, Ohio.

"Said Judgment remains in full force, Unreversed and Unsatisfied: There is due and remaining Unpaid thereon from Said defendant Willis J. Roots to this defendant the Sum of Nine Hundred and Ninety 84/100 Dollars with Weekly payments of One 89/100 Dollars for each and Every week from and after September 5th 1898, and 8 Costs of Suit.

And said judgment and decree is the first and best lien on the premises herein described. Said defendant The Citizens Home and Savings Company, therefore asks that out of the proceeds of the Sale of the Premises described in Plaintiffs Petition herein its said judgment and decree be paid in the order of its Priority, and for all other Proper relief in the premises.

John M. Brodrick
Attorney for The C. H. & S. Co.

The State of Ohio
County of Huron } ss

"John M. Brodrick being Sworn. Makes Oath that he is the duly authorized attorney for said defendant, The Citizens Home and Savings Company, and that the facts Stated in the foregoing answer and Cross Petition are as affiant believes true

John M. Brodrick.

"Sworn to by said John M. Brodrick before me, and Signed by him in my presence this 28th day of March 1899.

(Seal)

J. M. Gonnell,
Clerk of Court.

---

No 7656
Answer and Cross Petition Dunlevy vs Huron Township

March 28th 1899. The following Answer and Cross Petition of John R Tayler was filed in the office of the Clerk of this Court. To-wit:

No 7656
Answer and Cross Petition of John R. Tayler.

The Farmers Bank
Plaintiff
vs
Willis J. Roots Et. al.
Defendants

"In the Court of Common Pleas of Huron County, Ohio.

"Answer and Cross Petition of John R. Tayler.

"And Now Comes the Said defendant, John R. Tayler, and for his Answer and Cross Petition herein Says: That on the 14th day of July, 1898, Said defendant, John R. Tayler, obtained a Judgment against the Said defendant, Willis J. Roots by the Consideration of Charles Rice a Justice of the Peace for Huron Township, Huron County, Ohio, in the Sum of Ninety Four and 95/100 Dollars debt, and Three and 15/100 Dollars Costs. Said by the defendant.

"On September 18th 1898, Said John R. Tayler caused the Transcript of Said Judgment to be filed with the Clerk of this Court. There has been fifty cents increase costs on Said Judgment.

"Said judgment remains in full force unreversed and Unsatisfied.

"There is due and remaining unpaid upon Said judgment the Sum of Ninety Eight and 19/100 Dollars debt and costs Said by Said defendant John R. Tayler with six per cent Interest thereon from July 14th 1898, and fifty cents increase costs.

"Said defendant John R. Tayler therefore asks that out of the proceeds of the Sale of the premises described in Plaintiffs Petition herein he be allowed his Said judgment, costs and interest as herein Set forth, and for all proper relief in the Premises.

John M Brodrick Attorney for John R. Tayler.

The State of Ohio
County of Huron } ss

John M. Brodrick the duly authorized Attorney of John R. Tayler the within Named defendant being Sworn Makes Oath that Said John R. Tayler is now absent from said Huron County Ohio and that the facts Stated in the foregoing answer and Cross Petition are as affiant believes True

John M Brodrick

"Sworn to by Said John M Brodrick before me and Signed by him in my presence this 28th day of March 1899.

J M Gonnell
Clerk of Court

---

No 7654
Answer and Cross Petition
W. G. Pendington

March 28th 1899 The following answer and Cross Petition of the Trustees of Union Township Union County, Ohio was filed with the Clerk of this Court To-wit:

No 7656
answer and Cross Petition Trustees Union Township

The Farmers Bank
Plaintiff
vs
Willis J. Roots et al
Defendants

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

Answer and Cross Petition of the Trustees of Union Township Union County, Ohio.

And now come the Trustees of Union Township Union County, Ohio, defendants herein, and for their answer and Cross Petition herein say: That at the September 1898 Term of this Court in a cause then pending therein wherein said defendants The Trustees of Union Township Union County, Ohio were Plaintiffs and said defendant Willis J. Roots was defendant, and Numbered on the records of said Court as Case No 7577. Said defendants The Trustees of Union Township Union County, Ohio, Obtained a judgment by the consideration of said Court against said defendant Willis J. Roots, under his initials of W. J. Roots in the Sum of Five Hundred and Thirty One 9/100 Dollars, with Six per Cent interest thereon from September 5th 1898; That said Judgment Still remains in full force, Unreversed and Unsatisfied, Except the Sum of Four hundred and Twenty Five 87/100 Dollars, paid by the Sale of Property, on January 21st 1899 = There is Still remaining due and Unpaid upon said Judgment from said defendant Willis J Roots to Said defendants The Trustees of Union Township Union County, Ohio, the Sum of One Hundred and Fifteen 94/100 Dollars, with 6% per Cent interest thereon from January, 21st 1899.

Said defendants The Trustees of Union Township Union County, Ohio therefore asks that out of the proceeds of the Sale of said Premises they be allowed the above amount due them on said judgment in the order of its Priority, and for all other proper relief in the Premises

John M Brodrick
Attorney for the Trustees aforesaid

The State of Ohio, } ss
County of Union }

John M. Brodrick being Sworn Make oath that he is the duly authorized attorney for said defendants The Trustees of Union Township Union County, Ohio, and that the facts Stated in the foregoing Answer and Cross Petition are as affiant believes True

John M. Brodrick

Sworn to by said John M. Brodrick before me and Signed by him in my presence this 23rd day of March, 1899.

(Seal)

J M Gaskill
Clerk of Court

---

on April 10th 1899. The following answer and Cross Petition of W. C. Pullington was filed in the office of the Clerk of this Court To-wit:

No 7654
answer and Cross Petition of W. C. Pullington

The Farmers Bank
Plaintiff
against
Willis J Roots et al
Defendants

Court of Common Pleas, Union County, Ohio.

Answer and Cross Petition

"I W C Pullington one of the defendants herein answer the Petition of Plaintiff and says that on the 26th day of September, 1898, said Willis J Roots and M. C. Roots Executed and delivered to this defendant their promissory note, and thereby promised to pay said W. C.

Fullington Six hundred dollars in Ninety days from the said date thereof with 8 per cent interest from date. that said time has Expired and said Note has become due and payable. and there is Now to said defendant on said Note said Sum of Six Hundred dollars with 8 per cent interest from September 26th 1898.

"That No payment has been Made on said Note.

II: That on said 26th day of September. 1898. said Willis J Roots and Mrs Roots to Secure the payment of said promissory Note Executed and delivered to said Fullington their Mortgage deed upon the tract of land described in Plaintiffs Petition as the Fifth tract being Part of Out Lot No 12 in Milford Center Union County. Ohio and particularly described in the Petition.

"Also on one other tract in said Milford Center and designated in Plaintiff Petition as Sixth Tract. and being part of Out Lot No 23. = being one Undivided one half of the same and particularly described in the Petition: = That said Mortgage was duly presented to the Recorder for Record on Oct. 5th 1898. at. 11. O'Clock A.M. and was duly recorded on October 13th 1898. in Volume. 34. Page 602. Union County record of Mortgages.

"That said Mortgage deed has become Absolute: And there is now due to this defendant on said Note the Sum of Six Hundred dollars with interest at 8 per cent from the 26th day of September. 1898. (and April 10th 1899. $626). and that this defendant has a Mortgage lien on that part of the premises described in Plaintiffs Petition which is Mentioned and refered to above.

"This defendant therefore asks that at the hearing of this Cause that the Court So find the amount due this defendant as above Mentioned and that the same is a Mortgage lien on the real Estate herein Mentioned to Secure the same.

"That the said Premises be Sold to pay this indebtedness. and that the same be paid out of the proceeds thereof. according to the just and legal Priority. and that the defendant. have Execution for the balance. and asks all other and further relief that may be just and Equitable by reason of the Premises

Porter & Porter Atty for W.C. Fullington.

"W.C. Fullington being duly Sworn makes Oath that the facts Stated in the above pleading. are true as he believes

W.C. Fullington.

"Sworn to by W.C. Fullington before me and Signed by him in My presence this. 10th day of April 1899.

Jno A Gosnell
Deputy Clerk

(Seal)

---

On April 10th 1899. The following. Entry was filed with the Clerk of this Court

No 7654 Entry

The Farmers Bank
vs
Willis J Roots Et. al

Entry

"This day this Cause came on for hearing. on the Petition of the herein and the defendant Willis J. Roots being in default for answer and demurer the Court find the allegations of the Petition are confessed to be true. = It is therefore Considered and ordered by the Court that the Sheriff Proceed to Cause all the real Estate Set forth in said Petition. Except the Undivided one half of. In Lot No 136. in said Village of Milford Center. Union County. Ohio. to be appraised. advertised and Sold according to Law and bring the proceeds into Court for distribution: All questions of distribution are reserved for further order of the Court. as well as all questions in regard to said In Lot No 136. Under the answer and Cross Petition of said defendant A. L. Scott.

Brodrick for Plaintiff.

No 7654 answer and cross Petition of A.L. Scott

"On April 13th 1899 the following Answer and Cross Petition of A.L. Scott was filed in the office of the Clerk of this Court To-Wit:

No 7654
Answer and Cross Petition of A.L. Scott

The Farmers Bank
Plaintiff
vs
Willis J. Roots et. al.
Defendants

In the Court of Common Pleas of Union County, Ohio

"Answer and Cross Petition of A. L. Scott.

"Now Comes the said defendant A.L. Scott and Waives the issuing and Service of Summons, and Voluntarily enters his appearance herein, and for his answer and Cross Petition herein Says: That on the 29th day of August 1893. he purchased of said defendant Willis J Roots and his brother A.B. Roots who were the owners thereof, the following Premises Viz:= Situate in the Village of Milford Center County of Union and State of Ohio, and known as In Lot No 154. in W.J. and A.B. Roots Sub division of Out Lots No 20, 21, and 22. For a more definite description reference is hereby made to the Recorded Plat of said Sub-division. That said purchase was evidenced by a Land Contract between said Parties, a copy of which is hereto attached Marked Ehibit "A". That by the terms of said Contract Said Defendant A.L. Scott agreed to pay, for said Premises the Sum of Three Hundred and Eighty Dollars and the Taxes on said Lot. Said W.J. and A.B. Roots further agreed to Move a frame dwelling on Said Lot, on or before October 25th 1893, for the further consideration of Twenty Dollars, Said Consideration for Said Lot to be Payable as follows:- Fifty Five Dollars cash in hand, and Six Dollars per Month thereafter with interest at 6% per annum payable annually until Said Sum of Three Hundred and Eighty Dollars Shall have been paid:= On the payment of Said purchase Money, Said W. J. and A.B. Roots agreed to Make, Execute and deliver unto Said A.L. Scott or his Legal representatives a good and Sufficient deed of Said Lot, Clear and free from all incumbrance.

"The Said ~~Defendant~~ A.L. Scott Entered into possession of Said premises on or about August 29th 1893. and has Ever Since been in the Exclusive and peaceable possession thereof, and has paid all the Taxes and assessments on Said Lot, and has paid in Cash on the purchase Money thereof the Sum of Two Hundred and Eighty Six 47/100 Dollars for all of which he holds the receipts of Said W.J. and A.B. Roots as payments on Said Purchase Money, and in addition thereto Said A.L. Scott has paid to Said W.J. and A.B. Roots in Work to apply on said purchase Money the Sum of Eighty one 53/100 Dollars, a copy of which account is hereby attached Marked Ehibit "B."

"Said A.B. Roots is now deceased and the defendant D.W. Ayers is his Administrator.

"Said defendant A.L. Scott Now brings the Balance of the Purchase Money into Court and tenders the Same in full Payment for Said Lot to be applied as the Court may order, and asks that Said Willis J. Roots and D.W. Ayers as Administrator of the Estate of Said A.B. Roots be ordered by the Court to convey Said Premises to Said A.L. Scott free and Clear from all the liens of the Parties hereto, and for all other Proper relief in the premises

The State of Ohio
County of Union } ss

"A.L. Scott the above Named defendant being Sworn Makes oath that the facts Stated in the foregoing Answer and Cross Petition are as affiant believes true.

A.L. Scott

"Sworn to by Said A.L. Scott before me and Signed by him in My Presence this 18th day of April 1899.

Seal.

C.F. Warner Notary Public

"I hereby waive the issuing and Service of Summons on this Answer and Cross Petition and Enter My Appearance hereto this 18th day of April 1899

W.J. Roots.

Exhibit "A" Land Contract

"This agreement at Milford Center, Ohio this 29th day of August 1893 by and between W. J. and A. B. Roots of the Village of Milford Center County of Union and State of Ohio, Parties of the first Part, and A. D. Scott of the Township of Union, and County of Union and State of Ohio, Party of the Second Part, Witnesseth: That the said Parties of the first part hath this day agreed to sell unto the said Party of the Second Part his heirs, Executors, administrators or, assigns the following described lot Situate in the Village of Milford Center, and known as In Lot, No 136, in W. J. and A. B. Roots Sub-division of Out Lots Nos. 20-21 and 22, for a More Definate Description reference is hereby made to the Recorded Plat of said Sub-division, To gather with all the hereditaments and Appurtenances thereto belonging, but Subject to all legal highways, and the said Party of the Second Part doth hereby agree to pay to the said Parties of the first Part their heirs, Executors, administrators or assigns for the lot aforesaid the Sum of Three Hundred and Eighty Dollars, Payable as follows: Fifty Five Dollars Cash in hand, and Six Dollars per Month thereafter with interest at 6% per annum Payable Annually, until said Sum of Three Hundred and Eighty Dollars shall have been paid, and the said Second Party agrees to Pay, all Taxes of Every discription whatsoever that May be levied on said Lot, from and after the date of these Presents.

"It is further agreed by said first Party that they will Move for said Second Party the one Story frame Shingle roofed dwelling, Situate on the East Side of Pleasant Street in said Village on to said Lot No 136, for the Sum of Twenty dollars,

"Said building to be Moved on said Lot on or before October 25th 1893.

"Now if the said Party of the Second Part or his heirs Executors, Administrators or assigns shall well and truly pay the said Purchase Money, interest insurance and Taxes named in the agreement as it becomes due, the parties of the first Part or their heirs will well and truly Make, Execute and deliver unto said Party of the Second Part or his legal representatives a good and Sufficient deed of the land aforesaid which Shall be Clear and free from all Encumberances: But on failure of the Party of the Second Part to Pay, the Purchase Money, or any Part thereof, or the interest and Taxes as above Mentioned, then this agreement to be Void as it regards the Parties of the first Part at their, Option

"In Witness Whereof the parties to this agreement hereto set their hands and Seals the day and year first above Written

W. J. Roots (Seal)
A. B. Roots (Seal)
A. D. Scott (Seal)

Exhibit "B"

W. J. and A. B. Roots

1897

| | | | | | |
|---|---|---|---|---|---|
| Oct | 14" | To B. E. ½ days Labor | | 50 | |
| " | 20 | " " " ¾ " " | | 65 | |
| " | 21 | " " " ⅔ " " | | 85 | |
| " | 21 | " Rep Shoes for Mary | | 25 | |
| " | 25 | " B. E. hunt C in Barn | | 20 | |
| " | 26 | " " ⅜ Day Labor | | 40 | |
| " | 28 | To " ⅝ " " | | 60 | |
| " | 28 | " Rep for Katy | | 40 | |
| " | 29 | " B E. 1 Day Labor | 1 | 00 | |
| " | 30 | " " ⅜ " " | | 35 | |
| Nov | 3 | " " ¾ " " | | 75 | |
| " | 5 | " " ½ " " | | 50 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 1100 | 12 | To B.E. 3/4 Day Labor | | | | 75 |
| | " | 16 | To " " Labor at Irwin | | | | 50 |
| | " | 17 | To " " 3/8 day Labor | | | | 40 |
| | " | 18 | " " " 1/2 " " | | | | 50 |
| | " | 22 | " " " 3/4 " " | | | | 65 |
| | " | 28 | " " " Hook & | | | | 25 |
| | " | 24 | " " " 1 Day at Irwin | | | 1 | 00 |
| | " | 25 | " " " 1/2 " " " | | | | 50 |
| | " | 26 | " " " Labor at Barn | | | | 15 |
| | " | 29 | " " " 1/2 Day at Irwin | | | | 50 |
| | " | 30 | " " " 3/4 " " " | | | | 75 |
| | " | 30 | " Mutz & Dann Es for Mony | | | | 40 |
| | Dec | 1 | " B.E. Various Work | | | | 25 |
| | " | 2 | " " 3/4 day Labor at Irwin | | | | 70 |
| | " | 3 | " " " " " " " | | | | 75 |
| | " | 4 | " 1 Pr Boots for J. Huffman | | | 3 | 00 |
| | " | 4 | To B.E. 4 hrs Labor | | | | 45 |
| | " | 6 | " " 3/4 days Labor at Irwin | | | | 80 |
| | " | 7 | " Rep for Katty | | | | 15 |
| | " | 8 | " B.E. over 3/4 day at Irwin | | | | 90 |
| | " | 9 | " " over 1/2 Day at Irwin | | | | 65 |
| | " | 10 | " " 3/4 " " " | | | | 75 |
| | " | 15 | " " 1/2 Saling for Dorcas | | | | 45 |
| | " | 15 | " " 1/2 Saling & Heel for Katty | | | | 45 |
| | " | 15 | " " 1/2 Day at Irwin | | | | 50 |
| | " | 22 | " B.E. 3/4 day at Irwin | | | | 70 |
| | 1898 Jan | 4 | " " 3/4 " " " | | | | 75 |
| | " | 5 | " " 3/4 " " " | | | | 75 |
| | " | 6 | " " 3/4 " " " | | | | 75 |
| | " | 17 | " " Ingrains | | | | 25 |
| | " | 28 | " " 1/2 day at Irwin | | | | 50 |
| | " | | To Ex Paper | | | | 25 |
| | Feb | 4 | To B.E. 1/2 day | | | | 50 |
| | " | 5 | " " 1/4 " | | | | 25 |
| | " | 7 | " " 3/4 " at Irwin | | | | 75 |
| | " | 8 | " " 3/4 " " " | | | | 75 |
| | " | 16 | " Ex Apples | | | | 20 |
| | " | 17 | " To B.E. 3/4 day at Irwin | | | | 75 |
| | " | 18 | " " Mcad Hay | | | | 25 |
| | Mar | 19 | " One Pot for Kitty | | | | 10 |
| | April | 14 | " 1/2 Sole for Dollie | | | | 55 |
| | May | 23 | " Mute Lease | | | | 25 |
| | July | 8 | " Labor by Dell Cutting down tree | | | | 35 |
| | " | 29 | " B.E. Labor | | | | 20 |
| | Aug | 11 | To 1/2 Saling for Katty | | | | 40 |
| | " | 20 | To Cash | | | 2 | 00 |
| | " | 20 | To B.E. Labor | | | | 25 |
| | " | 25 | " " Cut Weeds at Irwin | | | 1 | 00 |
| | " | 27 | " " Labor | | | | 50 |

...ugust 1898 by
...rwin and State
...d County of Irwin
...e first part hath
...s administrators
...uter. and known
...122, for a More
...division,
...but subject to
...to pay to the said
...no for the last
...$1, Fifty Five
...6% per annum
...shall have
...cription
...Presents.
...id Second Party
...Pleasant
...llars,
...3.
...strators or assigns
...Taxes Named
...his heirs and
...Part or his
...which shall
...ty of the Second
...xes as above
...irst Part at

...er hands and

Seal

Seal

Seal

| | | | | | | |
|---|---|---|---|---|---|---|
| Aug | 27 | Pd 4 Pots for Mary | | | 35 | |
| " | 30 | " ½ Soling for Katty | | | 40 | |
| Sept | 10 | " Cash | | 3 | 00 | |
| " | 26 | Pd Write Mortgage | | | 50 | |
| " | 26 | " " 2 Releases | | | 50 | |
| " | 29 | Pd B E. 3/4 Day | | | 75 | |
| Oct | 1st | " Saw Lines | | | 10 | |
| " | 7 | by order on Robinson | | 1 | 25 | |
| " | 18 | Pd Write Core Between Mark | | | 20 | |
| " | 20 | Cr by Cash | | 2 | 00 | |
| Nov | 4 | Pd ½ Soling & Pots for Wf | | | 75 | |
| Dec | 6 | Pd Mrs. Walter | | | 10 | |
| | | | | | | $44 85 |

On April 14th 1899. The following Receipt for Order of Sale was filed with the Clerk of this Court. To-wit:

Court of Common Pleas
Union County Ohio

No 7654 Receipt

The Farmers Bank Plff
Vs
Willis J Roots et al Defts

Marysville April 14th 1899.
"To the Clerk of said Court,
"Issue order of Sale in the above Case in accordance with Journal Entry, returnable according to law
J M. Broderick Attorney for Plaintiff

On the 14th day of April. 1899. The following order of Sale was issued by the Clerk of this Court. directed to the Sheriff of Union County. This To-wit,

Order of Sale

No 7654 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 10th day of April 1899. The Farmers Bank obtained a judgment and decree against Willis J Roots
"And Whereas. it was then and there by said Court Ordered, adjudged, and decreed, 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,
"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 Milford Center Union County. Ohio To-wit:
"Being parts of In Lots Numbers Forty Four (44) Sixty Seven (67) Sixty Eight (68) Sixty Six (66). and out Lots Numbers Twelve (12) More particularly described as follows.
"1st Tract. Parts of In Lots Numbers 67 & 68: Beginning at the South west Corner of In Lot No. 66: Thence South and parallel with Mill Street 91 feet to Center Street: Thence East and Parallel with Center Street 100 feet: Thence North and Parallel with the west line of Mill Street 91 feet: Thence west and Parallel with the South line of Center Street 100 feet to the beginning: For a more definate description of said In Lot. No 67 and 68. reference is hereby Made to the recorded plat of said Village of Milford Center in the office of the Recorder of said Union County, Ohio.

35
40
3 00
30
50
75
10
1 25
20
2 00
75
10

$44 85

"Second Tract: Part of In Lot Number 44. Beginning at the South West corner of said Lot and running thence with with the West line of said Lot 74 feet to a Stake: Thence in an Easterly direction and parallel with the South line of In Lot No 43 to a Stake in the West line of Out Lot No 12; Thence with said line to the South East Corner of said Lot No 44; Thence to the beginning, excepting therefrom 100 feet off the East End of the above Lot, Conveyed to Ellis Geer January 3rd 1890. See Vol. 63. page 410 of the Records of Deeds of Union County Ohio; For a more definite description of said In Lot No 44, reference is hereby made to the Recorded Plat of said Village in the office of the Recorder of said Union County, Ohio.

"Third Tract. Being all of In Lot Number Sixty Six (66) except 7½ feet off the North side reserved by John L. Granger. For a more definite description of said In Lot No. 66, reference is hereby Made to the recorded Plat of said Village in the Office of the Recorder of said Union County, Ohio.

"Fourth Tract: Part of Out Lot No 12: Beginning in the North line of Center Street at the Southwest Corner of that Part of said Out Lot owned by Union Township, Thence Northerly course in a Straight line 132 feet to the Northwest corner of that part of said Out Lot owned by Keller & Houser: Thence a Northerly course with the North line of said Out Lot 50 feet to the Northeast corner of that part of said Out Lot formerly owned by Roots and Cosby; Thence with their East line a Southwesterly Course 132 feet to the North line of said Center Street: Thence a Southeasterly Course with the North line of said Center Street 50 feet to the beginning. For a More definite discription of said Out Lot No 12, reference is hereby Made to the Recorded Plat of said Village in the Office of the Recorder of said Union County, Ohio.

"Fifth Tract: Part of Out Lot Number 12: Beginning at the Northeast Corner of that part of said Lot owned by Union Township: Thence North along the west Side of Mill Street 80 feet to the Southeast Corner of that part of said Out Lot owned by Keller & Houser: Thence a Westerly Course 82½ feet: Thence South 80 feet: Thence an Easterly Course 82½ feet to the beginning.

Sixth Tract = The Undivided one half of part of Out Lot No 23: Beginning at the Southeast corner of W.H. Johnsons Lot: Thence west 120 feet to the East Side of Pleasant Street; Thence South parallel with Pleasant Street 90 feet to Center Street: Thence East parallel with the North line of Center Street 350 feet to the line of Dixon Mitchell heirs land: Thence North parallel with said Mitchell heirs line 175 feet: Thence West 230 feet to the Northeast corner of a lot formerly owned by Mabaly Reed: Thence South parallel with the East line of said Mabaly Reed Lot and said W.H. Johnsons Lot 85 feet to the place of beginning.

"Seventh Tract = The Undivided One half of In Lots Numbers 134-135-137-138-139-140-141-142-143-144-145-146-131 and 132. For a more definate discription of all of said Lots reference is hereby Made to the recorded plat of W. H. & A.B. Roots addition to said Village in the office of the Recorder of said Union County, Ohio.

"We therefore Command you, That you proceed to Carry said Order, Judgment, and decree into Execution agreeably to the Tenor thereof, and that you Expose to Sale the above described Real Estate Under the Statute regulating Sales on Execution, and that you Make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof, and bring the proceed of Sale and 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 14th day of April A.D. 1899.

J. H. Gosnell Clerk

By Jno A Gosnell Deputy.

No 1654
Sheriffs Return
on order of Sale

On May. 20th. 1899. The Sheriff Made the following return on the above order of Sale To-Writ.

Sheriffs Return

The State of Ohio
Union County } ss

"In obedience to the Command of the Order of Sale hereto annexed I did on the 17th day of April, 1899. Summons, J. M Whiten, Mc D. Thompson and John Richter three disinterested freeholders residents of said County who were by me duly Sworn to impartially appraise the lands and tenements therein described upon actual View, and afterwards, on the 17th day of April A.D. 1899. 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

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum Appraisers | 1 | 00 |
| Swearing Appraisers | | 25 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Purchr | | 25 |
| Writing Notice | | 25 |
| Mileage | | 80 |
| Poundage | 5 | 78 |
| Return | | 25 |
| Revenue | 3 | 50 |
| Total | $13 | 08 |
| Appraisers Fees | 3 | 00 |
| Printers Fees | 53 | 58 |

1st Tract Part of In Lots Nos 67 & 68. Appraised at. $ 2100.00
2nd Tract " " " Lot No 44 " " 275.00
3d " " " " " " 66 " " 650.00
4th " " " " " " 12. " " 150.00
5th " " " " " " 12 " " 350.00
6 " Undivided half of Out Lot No 28 " " 275.00
7. " " " half of In Lots Nos. 134-135 " "
137-138-139-140-141-142-143-144-145-146-131 & 132 Apr. @ $15.00 Each.

'A Certified Copy of Said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of Said County, and on the 20th day of April 1899 I caused to be advertised in the Milford Center Ohioan a Newspaper printed and Published and of general Circulation in Union, Said lands and tenements to be Sold at Public Sale at the door of the Court House on the 20th day of May, A.D. 1899. 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 20th day of May, A.D. 1899, at the time and place above Mentioned proceed to offer Said lands and tenements at Public Sale, and then and there came

W. M. Snodgrass who bid for Tract No. 1. the Sum of. $1401.00
W. F. Mc Kirgan " " " " " 8 " " " 484.00
A. L. Scott " " " Lots Nos 137-138 & 139 the Sum of 31.10
Nannie B. Davis " " " Lot No 140 " " " 10.05
Myrtle L. Cae " " " Lots Nos. 141 & 142 " " " 20.10
D. C. Noyes " " " Lot No 148 " " " 10.05
W. F. Mc Kirgan " " " Lots Nos 144 & 145 " " " 20.10
Ellwood Huffman " " " Lots Nos 131 & 132 " " " 62.50

'And all of Said Sums above Mentioned being more than two Thirds of the appraised Value thereof, and Said purchasers above Mentioned being the highest and best bidders therefor. I then and there publicly Sold and Struck off Said lands and tenements to them the above named for the Sum opposite their respective Names

'Tracts Nos 2-4-5-6. and Lots Nos. 134-135-& 146 were not Sold for the want of bidders. 'This Writ returned for the want of Time

J. Ed Robinson Sheriff

No 1654
Proof of Publication

abovd order of

/ Sale hereto
mmons, J. M
disinterested
y me duly
tisements therein
on the 17th day of
e under their
ion of the premises
d the same at
$ 2100,00
275,00
650,00
150,00
350,00
275,00

@ $15,00 Each.
th deposited
mmon Pleas
rtified
nd of Journal
Sale at the
P.M. of said day.
thirty days
rsuance to
eal above
, and then

1401,00
484,00
31 10
10,05
20,10
10,05
20,10
62,50
funds of the
ning the
said and
ter the sam

ld for the want

Sheriff

No 1654
Proof of Publication

On June 10th 1898 the following Notice of Sheriff Sale and its Proff of Publication was filed with the Clerk of this Court To-wit:

Sheriff Sale.
On order of Sale.
Court of Common Pleas, Union County, Ohio.

The Farmers Bank
vs
W H Roots 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 Marysville Ohio, on Saturday, May 20th 1899, at or about the hour of one O'clock, P.M. on said day the following described real Estate, To wit; Situated in the Township of Union, and the Village of Milford Center, County of Union, and State of Ohio, and Bounded and described as follows: Being parts of in Lots Numbers forty four (44) Sixty-Seven (67) Sixty-Eight (68) Sixty Six (66), and out-lots Numbers Twelve (12) More Particularly described as follows.

"Tract No. 1:= Part of Numbers 67, and 68, beginning at the Southwest of In Lot No. 66: Thence South and parallel with Mill Street 91 feet to Center Street: Thence East and parallel with Center Street 100 feet; Thence North and parallel with the West line of Mill Street 91 feet: Thence West and parallel with the South line of Center Street 100 feet to the beginning.: For a More definite description of Said In Lot Nos. 67 & 68, reference is hereby Made to the recorded Plat of Said Village of Milford Center in the office of the Recorder of Said Union County, Ohio.

"Tract No 2,= Part of In Lot Number 44: Beginning at the Southwest Corner of Said Lot and running thence with the West line of Said Lot 78 feet to a Stake: Thence in an Easterly direction and Parallel with the South line of In Lot No 43 to a Stake in the west line of Out Lot No 12: Thence with Said line to the Southeast Corner of Said Lot No 44: Thence to the beginning: Excepting therefrom 100 feet off the East End of the above Lot Conveyed to Ettie Geer, January 8th 1890. See Volume 63. Page 410 of the Records of Deeds of Union County Ohio.: For a more definite description of Said In Lot No 44 reference is hereby Mad to the Recorded Plat of Said Village in the Office of the Recorder of Said Union County, Ohio.

"Tract No. 3:= Being all of In Lot Number Sixty Six (66) Excepting 1½ feet off the North Side reserved by John F Granger: For a More definate description of Said In Lot No 66 reference is hereby made to the recorded Plat of Said Village in the office of the Recorder of Said Union County, Ohio.

"Tract No. 4: Part of Out Lot No. 12: Beginning in the North line of Center Street at the Southwest Corner of that part of Said Out Lot owned by Union Township: Thence a Northerly Course in a Straight line 132 feet to the Northwest Corner of that part of Said out Lot owned by Heller & Houser: Thence a Northwesterly Course with the North line of Said Out Lot 50 feet to the Northeast Corner of that part of Said Out-Lot formerly owned by Roots & Divay: Thence with this East line a Southwesterly Course 132 feet to the North line of Said Center Street: Thence a Southerly Course with the North line of Said Center Street 50 feet to the beginning. For a More definate description of Said Out Lot No. 12, reference is hereby made to the recorded Plat of Said Village in the office of the Recorder of Said Union County, Ohio.

"Tract No. 5:= Part of Out-Lot Number 12: Beginning at the Northeast Corner of that part of Said Lot owned by Union Township: Thence North along the west Side of Mill Street 90 feet to the Southeast Corner of that part of Said Out Lot owned by Heller & Houser: Thence a Westerly Course 82½ feet: Thence South 90 feet: Thence an Easterly Course 82½ feet to the beginning

"Tract No. 6: The Undivided one-half of part of Out Lot No. 28: Beginning at the South East corner of W. H. Johnsons Lot: Thence West 120 feet to the East Side of Pleasant Street: Thence South parallel with Pleasant Street 90. feet to Center Street: Thence East parallel with the North line of Center Street 850 feet to the line of Dixon Mitchells heirs land: Thence North parallel with said Mitchells heirs lines 175 feet: Thence West 230 feet to the North east corner of a Lot formerly owned by Mabalay, Reed: Thence South parallel with the East line of said Mabalay, Reeds Lot and said W. H. Johnsons Lot. 85 feet to the place of beginning.

"Tract No 7: The Undivided one-half of In Lots Numbers 134-135-137-138-139-140-141-142-143-144-145-146-131 and 132: For a more definate description of all of said Lots reference is hereby Made to the recorded Plat of W. J. and A. B. Roots addition to said Village in the Office of the Recorder of said Union County, Ohio.

"1st and 3d Tracts bounded on the North by State Street on the East by Pleasant Street on the South by Center Street and on the west by Mill Street.

2nd Tract bounded on the North by State Street on the East by Mill Street, on the South by Center Street and on the west by Railroad Street.

4th & 6th Tracts bounded on the North by State Street on the East by Mill Street on the South by Center Street and on the west by Railroad Street.

6th Tract, bounded on the North by State Street on the East by a proposed street not named on the South by Center Street, and on the west by Pleasant Street.

7th Tract, bounded on the North by Center Street on the East by a proposed Street not named on the South by Brown Street, and on the west by Pleasant Street.

Appraised Values

| | | | | |
|---|---|---|---|---|
| "Tract 1" | Part of In Lots Nos. 67-68 | at | | $. 2100.00 |
| " 2: | " " " " | No | 44 | " 275.00 |
| " 3: | " " " " | " | 66 | " 650.00 |
| " 4: | " " Out Lot | " | 12 | " 150.00 |
| " 5: | " " " " | " | 12 | " 350.00 |
| " 6" | Undivided ½ Lot No | 23 | " | 275.00 |
| " 7" | " " of In Lots Nos. 134-135-137-138-139-140-141-142-143-144-145-146-131-and 132, all appraised at each | | | 15.00 |

Terms of Sale Cash.
J M Broderick Attorney.

J. Ed Robbins as Sheriff of
Union County. Ohio

The State of Ohio
Union County } ss

Proof of Publication

The Undersigned being duly Sworn. Says that a Copy of the annexed Notice was published for 6 Consecutive weeks in the Weekly Tribune a Newspaper of General Circulation in the County of Union. Said publication beginning with April 20th 1899.

Chas F Monroe

"Sworn to and Subscribed before me this 29th day of May. 1899.

Centers fee $5.50

W. McAdow
Notary Public

---

"On July 8th 1899. the following Supplemental Petition was filed with the Clerk of this Court. To-wit.

No 7656
Supplemental Petition

The Farmers Bank Plaintiff
vs
Willis H. Rowe et al. Defendants } In the Court of Common Pleas. Union County. Ohio.

Supplemental Petition

No 7656
Summons on Supplemental Petition

Dro 7654
Receipt for Summons on Supplemental Petition

"For its Supplemental Petition herein the Plaintiff says that in addition to the real Estate set forth and described in its Petition herein the said defendant Wellis y. Roots is the owner of the undivided one-half of the following described real Estate on which Plaintiffs judgment as set forth said Petition is a lien. Viz: Situate in the Village of Milfords Center, County of Union and State of Ohio: Part of Out Lot Number Twenty Three (23) and bounded and described as follows To-wit: Beginning at the South west Corner of In Lot No 35, and in the East line of Pleasant Street: Thence Easterly with the South line of In Lots No 35, 34, 33, and 32, to the South East Corner of said In Lot No. 32 and North west Corner of that part of said Out Lot No 23, owned by the heirs of Dixon Mitchell "deceased" ; Thence Southerly with the West line of said Mitchells heirs land to the North line of Center Street; Thence Westerly with the North line of said Center Street to the East line of said Pleasant Street; Thence Northerly with the East line of said Pleasant Street to the Beginning, Excepting a Lot 45 by 120 feet Conveyed to Mahlon Reed, and a Lot 40 by 120 feet Conveyed to W H Johnson.

"Also the Undivided one half of the following real Estate: Situate in the Village of Milford Center, County of Union and State of Ohio; Part of Out Lot Number Twenty Three (23) and bounded and described as follows: Beginning at the North East corner of In Lot No 146, and in the South line of Center Street; Thence Easterly with the South line of said Center Street 28 feet to the west line of an Alley; Thence Southerly with the west line of said Alley 58 feet to the Northeast Corner of In Lot No. 122; Thence Westerly with the North line of said In Lot No 122, 28 feet to the South east Corner of said In Lot No. 146; Thence Northerly with the East line of said In Lot No. 146, 58½ feet to the beginning.

"Said Plaintiff disclaims any lien upon said In Lot No. 146, as the same was conveyed by said Roots to George Erb before there were any judgment liens thereon.

"Plaintiff therefore asks that said premises be Sold, and the proceeds thereof be applied to the payment of the judgment liens in the order of their Priority as set forth in the original Petition herein.

John M. Brodrick Attorney for Plaintiff

The State of Ohio } ss
County of Union }

"John M. Brodrick, being duly Sworn, Makes Oath that the Plaintiff is a Corporation under the laws of Ohio. That he is duly authorized Attorney for said Plaintiff, and that the facts Stated in the foregoing Supplemental Petition herein 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 8th day of July, 1899.

(Seal) J. McDonald Clerk of Court

"Clerk=

Issue Summons to Deft Wellis y. Roots to Shff of Union County O. returnable according to law Indorse Supplemental Petition & Marshall Lien.

John M. Brodrick Attorney for Plff.

No 7659 Praecipe for Summons on Supplemental Petition

"July 8th 1899. The following Summons was issued on Supplemental Petition directed to the Sheriff of Union County, Ohio. To-wit:

No 7659 Summons on Supplemental Petition

The State of Ohio } Summons
Union County } To the Sheriff of Union County.

"You are hereby Commanded to notify Wellis y. Roots that he has been sued by the Farmers Bank in the Court of Common Pleas of Union County, and must answer by the 5th day of August A.D. 1899, or the Petition of the

Said Plaintiff will be taken as true, and Judgment rendered accordingly.
You will Make due return of this Summons on the 17th day of July A.D. 1899.
Witness my hand and the Seal of Said Court this 8th day of July A.D. 1899.

(Seal) J. M. Gosnell, Clerk

No 7656 Precipe for Alias order of Sale.

July 14th 1899. The following return was made on the above Summons by the Sheriff of Union County, Ohio To-wit

No 7654 Sheriff Return on Summons

The State of Ohio, Union County } ss

Sheriffs Return.

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Mileage | | 80 |
| Copy | | 15 |
| Total | $ 1 | 45 |

"Received this writ July 11th A.D. 1899 at 8.0'clock A.M. and Served Same by delivering a true and Certified Copy of this writ with all of the indorsments thereon to Willis J. Roots personally on July 14th 1899.

J. Ed Robinson
Sheriff.

No 7656 Alias order of Sale

On June 19th 1899 The following Entry of Confirmation was filed in the Clerks office. To-wit:

No 7654 Entry on confirmation

Entry

The Farmers Bank
vs
Willis J Roots et al

"This day this Cause came on for hearing on motion of the Plaintiff to confirm the Sale made by the Sheriff herein, and the Court having examined the return and proceedings of the Sheriff, and finding the Same in conformity to law and the former order of this Court; it is ordered that the Sales Made and returned by the Sheriff on this order of Sale returned and filed May 20th 1899, Except the Sale of Tract No 1, therein, be and the Same hereby are approved and confirmed, and Said Sheriff is ordered to convey, Tract No 8, to the purchaser thereof, W. F. McKigan, Lots Nos 137, 138, and 139, to the purchaser thereof A. L. Scott, Lot No 140 to the purchaser thereof Harris B. Davis, Lots Nos 141 & 142, to the purchaser thereof, Myers & Coe, Lot No. 143, to the purchaser thereof, D. L. Hoys, Lots 144 and 145, to the purchaser thereof W. F. McKigan and Lots 131 and 132, to the purchaser thereof Elwood Huffman. The purchaser W. M. Snodgrass of Tract No. 1, having failed to Comply with the Terms of the Sale herein; Said Sale to Said W. M. Snodgrass is hereby Set aside and held for naught, and Said Sheriff is ordered to proceed and Sell Said Tract No 1, the Same as if it had not been Sold to Said W. M. Snodgrass.

"And the Court coming now to distribute the proceeds of Said Sales, amounting to $577.90 It is ordered that the Sheriff, out of the Money in his hands pay,

"1st The Taxes on Said Premises amounting to ---------- $ 84.88
"2nd To the Clerk of this Court the Costs of this case amounting to ---- $ 83.07
3d To the defendant The Citizens Home and Savings Company on its Mortgage on Tract Nos 5 the Residual of the proceeds thereof, amounting to $ 135.64
4th To the Plaintiff its ratable proportion of the remainder amounting to $ 26.80
5th To the defendant The Township Trustees of Union Township Union County, Ohio its ratable proportion of the remainder amounting to $ 49.51
6th To the defendant The Citizens Home and Savings company its ratable proportion of the remainder, amounting to $ ——
"Brodrick for Plff & Defts The Trustees of Union T.P. and The C. H. & S. Co $ 577.90

Papers Dept

No 7656
Recipe for Alias order of Sale

On May 27th 1899. the following Recipe for Alias order of Sale was filed in the office of the Clerk of this Court, To-wit.

The Farmers Bank. Plff
vs
Willis G. Roots et al. Defts

Court of Common Pleas. Union County, Ohio,
Marysville May 27th 1899.
To the Clerk of Said Court
"Issue Alias Order of Sale in the above Case returnable according to law,
John M. Brodrick Attorney for Plaintiff

No 7656
Alias order of Sale

"And on May 29th the following Alias order of Sale was issued by the Clerk of this Court and delivered to the Sheriff of Union County, Ohio To-wit.

The State of Ohio
Union County ss

Alias Order of Sale
To the Sheriff of Said County, Greeting.
"Whereas, at a term of Court of Common Pleas, holden at the Court House in this, and for Said County, upon the 15th day of April 1899, the Farmers Bank, obtained a judgment or decree against Willis G. Roots, then in accordance with Said order of the Court, an order of Sale is issued out of this Court on the 14th day of April A.D. 1899. Under which the following lands and tenements were appraised advertised and offered for Sale, To-wit.

"Being 4 Tracts No 2-4-5 and 6. and Lots Nos. 134-135-and 146. More Particularly described as follows.

"Second Tract = Part of In Lot Number 44. Beginning at the Southwest Corner of Said Lot, and running thence with the West line of Said Lot 78 feet to a Stake. Thence in an Easterly direction and parallel with the South line of In Lot No 45. to a Stake in the west line of out Lot No 12. Thence with Said line to the South east Corner of Said Lot No 44. Thence to the beginning. Excepting therefrom 100 feet off the East End of the above Lot, Conveyed to Ellis Geer January 3rd 1890. See Volume 63 Page 410 of the Records of Deeds of Union County, Ohio. For a more definate description of Said In Lot No 44. reference is hereby Made to the Recorded Plat of Said Village in the office of the Recorder of Said Union County, Ohio.

"Fourth Tract = Part of out Lot No. 12. = Beginning in the North line of Center Street at the Southwest Corner of that part of Said Out Lot, owned by Union Township; Thence a Northerly Course in a Straight line 132 feet to the Northwest Corner of that part of Said Out Lot owned by Keller and Hauser; Thence a Westerly Course with the North line of Said Out Lot, 50. feet to the Northeast Corner of that part of Said Out Lot formerly owned by Roots and Troxy; Thence with their East line a Southwesterly Course 132 feet to the North line of Said Center Street; Thence a Southeasterly Course with the North line of Said Center Street 50. feet to the beginning; For a More definate description of Said Out Lot No. 12. reference is hereby Made to the Recorded Plat of Said Village in the office of the Recorder of Said Union County, Ohio.

"Fifth Tract = Part of Out Lot No 12; Beginning at the North east Corner of that Part of Said Lot, owned by Union Township; Thence North along the West Side of Mill Street, 80 feet to the South east Corner of that part of Said Out Lot owned by Keller and Hauser; Thence a Westerly Course 82½ feet; Thence South 80 feet; Thence an Easterly Course 82½ feet to the beginning.

"Sixth Tract; The Undivided one half of part of Out Lot No. 28; Beginning at the Southeast Corner of W. H. Johnsons Lot; Thence West 120 feet to the East Side

of Pleasant Street; thence South parallel with Pleasant Street 90. feet to Center Street; thence East, parallel with the North line of Center Street 350. feet to the line of Dixon Mitchells heirs land; thence North parallel with said Mitchells heirs line 175. feet; thence West 230 feet to the North east corner of a lot formerly owned by Mabaly Reed; thence South parallel with the East line of said Mabaly Reeds Lot, and said W.H. Johnsons Lot 85. feet to the place of beginning.

"Seventh Tract:- The Undivided One half of, in Lots Numbers, 134-135 and 146, for a more definate description of all said Lots reference is hereby made to the recorded plat of W.G. and A.B. Roots Addition to said Village in the office of the Recorder of said Union County, Ohio; "And Whereas No Sale was had under said Order,

"We therefore Command you that you proceed without delay to advertise and Sell according to the Statute Regulating Sales on Judgments and Executions all and the said premises above described, under the Appraisment had under the said former Order of Sale To-wit:

| | | |
|---|---|---|
| "Second Tract: | Part of Lot No 44 | $ 275.00 |
| "Fourth Tract: | " " " " 12 | $ 150.00 |
| "Fifth Tract; | " " " " 12 | $ 350.00 |
| "Sixth Tract: | Undivided half of Out Lot No 28 | $ 275.00 |
| "Seventh Tract | Lots 134 | $ 15.00 |
| " " " | Lot 135 | $ 15.00 |
| " " " | Lot 146 | $ 15.00 |

"And the Moneys arising from said Sale, and your proceedings herein, 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 29th day of May, A.D. 1899.

(Seal) J. M. Gosnell Clerk.

No 7654 Prof of Publication

---

No 7654 Return on Alias order of Sale

On July 1st 1899 The Sheriff of Union County, Ohio, Made the following return on the above Alias order of Sale To wit:

The State of Ohio, Union County } ss

Sheriffs Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Notice to Enter | | 25 |
| Writing Notice | | 25 |
| Mileage | | 16 |
| Damdage | 2 | 03 |
| Return | | 25 |
| Total | 3 | 94 |
| Poundage | 32 | 49 |

"In obedience to the Command of the order of Sale hereto annexed I did on the 1st day of June, 1899. Cause to be advertised in the Milford Enter. Ohioan (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 1st day of July A.D. 1899. 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 1st day of July A.D. 1899 at the Time and place above Mentioned present to offer said lands and Tenements at public Sale at the door of said Court House: And then and there Came A.L. Avery who bid for Tract No 2, the Sum of $183 35/100 Dollars: Also then and there Came M. H. and Mollie H. Dea who bid for the Undivided one half of Lots 134 & 135. the Sum of 20 12/100 Dollars and said Sums being More than Two-Thirds of the appraised Value thereof, and said

A.L. Avery, and M. H. and M. H. Dea being the highest and best bidders therefor. I then and there publicly sold and struck off said lands and tenements to them for said sums of above mentioned

"Tracts No. 4, No. 5 & No. 6. and Lot No. 146 was not sold for the want of bidders, and this writ returned for the want of time

J. Ed. Robinson Sheriff

---

Filed 24th 1899 The following. Notice of Sheriffs Sale, and its Proof of Publication was filed in the office of the Clerk of this Court to-wit:

No 7654
Prof of Publication

The Farmers, Bank
vs
W. H. Roots, et al

Sheriffs Sale
On Alias Order of Sale.

Court of Common Pleas. Union County, Ohio:

"By Virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio. I will offer for Sale at the North door of the Court House in Marysville, Ohio. on Saturday July 1st 1899. at or about the hour of One O'Clock P.M. on said day, the following described real Estate, to-wit:= Situated in the Village of Milford Center, County of Union and State of Ohio. and bounded and described as follows:= Being Tracts Nos. 2-4-5 and 6, and Lots Nos. 134-135 and 146 More particularly described as follows:

"Tract No. 2.= Part of In-Lot No 44: Beginning at the Southwest Corner of said Lot and running, thence with the west line of said Lot 78 feet to a Stake: Thence in an Easterly direction and parallel with the South line of In-Lot No. 45 to a Stake in the west line of Out Lot No 12: Thence with said line to the South East Corner of said Lot No 44: Thence, to the beginning, Excepting therefrom 100 feet off the East end of the above Lot conveyed to Etta Beer, January 8th 1890. See Volume 63. Page 410 of the Records of Deeds of Union County, Ohio. for a more definate description of said In-Lot No 44, reference is hereby made to the Recorded Plat of said Village in the Office of said Union County, Ohio.

"Tract No 44:=Part of Out-Lot No 12: Beginning in the North line of Center Street at the Southwest Corner of that part of said Out-Lot owned by Union Township: Thence a Northerly Course in a Straight line 132 feet to the Northwest Corner of that part of said Out Lot, owned by Keller & Hauser: Thence a Northwesterly Course with the North line of said Out-Lot 50 feet to the Northeast Corner of that part of said Out-Lot formerly owned by Roots & Elway: Thence with their East line a Southwesterly Course 132 feet to the North line of said Center Street; Thence a Southeasterly Course with the North line of said Center Street 50 feet to the beginning. For a more definate description of said Out-Lot No 12, reference is hereby made to the recorded Plat of said Village in the Office of the Recorder of said Union County, Ohio.

"Tract No 5.= Part of Out Lot No 12:= Beginning at the Northeast Corner of that part of said Lot owned by Union Township. Thence North along the West side of Mill Street 80 feet to the Southeast Corner of that part of said Out-Lot owned by Keller & Hauser: Thence a Westerly Course 82½ feet; Thence South 80 feet, Thence an Easterly Course 82½ feet to the beginning.

"Tract No 6.= The undivided one-half of part of Out-Lot No 23: Beginning at the Southeast corner of H. W. Johnsons Lot: Thence west 120 feet to the East side of Pleasant Street: Thence South parallel with Pleasant Street 90 feet to Center Street: Thence East parallel with the North line of Center Street 350 feet to the line of Dixon Mitchells heirs land: Thence North parallel with said Mitchells heirs line 175 feet;

Thence West 280. feet to the Northwest Corner of a Lot formerly owned by Mabola Reed. Thence South parallel with the East line of said Mabola Reeds Lot and said H.W. Johnsons Lot. 86. feet to the beginning.

"Tract No 7. = The Undivided one-half of In Lots Nos. 134 and 146. For a more definate description of all said Lots reference is hereby Made to the recorded Plat of W.J. and N.B. Roots addition to said Village in the office of the Recorder of said Union County. Ohio.

Appraised Values

"Tract 2. part of Lot No 44. @ ---------- $ 375.00
" 4. " " " " 12 " ---------- $ 150.00
" 5. " " " " " " ---------- $ 350.00
" 6. Undivided ½ Lot No. 23 @ ---------- $ 275.00
" 7. " " " " 4. 134-135 and 146-each. $ 15 00

J Ed Robinson Sheriff
of Union County, Ohio.

No 7656 Proof of Publication

J.M. Broderick. Attorney

Proof of Publication

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 Weekly Ohioan a Newspaper of general Circulation in the County of Union. Said publication beginning with June 1st 1899.

Chas E Monroe.

'Sworn to and Subscribed before me this 15th day of July. 1899.

A L Scott
Notary Public

Printers Fees. $ 3249

No 7654 Sheriffs Return on Alias Order of Sale

No 7654 Alias Order of Sale

'On June. 27th 1899 The following Receipt for Alias Order of Sale was filed with the Clerk of this Court to. wit.

The Farmers Bank Ofpl
vs
W.J Roots et al. Defts

Court of Common Pleas. Union County. Ohio.

Marysville June 27. 1899.

To the Clerk

Issue order of Sale of Lots 67 & 68. in the above case returnable according to law

J M. Broderick Attorney for Plaintiff

No 7654 Alias order of Sale

June 27th 1899. The following Alias order of Sale was issued by the Clerk of this Court directed to the Sheriff of Union County. Ohio. To. wit:

The State of Ohio, Union County ss

Alias order of Sale

To the Sheriff of said. County: Greeting

"Whereas at a term of Court of Common Pleas. holden at the Court House within and for said County. Upon the 10th day of April 1899. The Farmers Bank obtained a Judgment or decree against Willis J. Roots: Then in accordance with said order of Court an order of Sale issued out of this Court on the 14th day of April A D. 1899. Under which the following lands and Tenements were appraised. advertised. and offered for Sale. To. Wit: = Being parts of In-Lots Sixty Seven (67) and Sixty Eight (68) More particularly described as follows.

1st Tract - Parts of In Lots Numbers. 67 & 68 Beginning at the South west

No 7654 Proof of Publication

Corner of Jn Lot No 66; Thence South and paralled with Mill Street, 91 feet to Center Street; Thence East and parallel with Center Street 100 feet; Thence north and parallel with the West line of Mill Street 91 feet; Thence West and parallel with the South line of Center Street 100 feet to the beginning; = For a More definate description of Said Jn Lot Nos 67 and 68, reference is hereby made to the recorded Plat of Said Village of Milford Center, in the office of the Recorder of Said Union County, Ohio." And Whereas No Sale was had Under Said Order.

"We therefore Command you, that you proceed without delay, to advertise and Sell according to the Statute regulating Sales on judgments and Executions at law, the Said premises above described Under the appraisment had Under the Said former order of Sale To-Wit:

1st Tract = Part of Jn Lots 67 and 68, appraised at ---------- $2100.00

and the Moneys arising from Said Sale, and your proceedings herein, have you before our Court of Common Pleas Next to be holden in and for Said County, and Make return of this order within Sixty days from the date thereof.

Witness My Hand and Seal of Said Court this 27th day of June A.D. 1899.

(Seal)

J. McConnell Clerk.

No 7654
Sheriffs Return on Alias order of Sale

And on August 12th The Sheriff of Union County, Ohio made the following return on the above Alias Order of Sale To-wit:

The State of Ohio, Union County } ss

Sheriffs Return

| Sheriffs Fees | $ | ¢ |
|---|---|---|
| Notice to Printer | | 25 |
| Affidavit to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | | 10 |
| Poundage | 14 | 01 |
| Return | | 25 |
| Total | 15 | 17 |
| Printers Fees | | |

In Obedience to the Command of the Order of Sale hereto annexed, I did on the 29th day of June, 1899 cause to be advertised in the Milford Center Ohio an (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 29th day of July, A.D. 1899, 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 29th day of July, A.D. 1899, 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 Israel Penrose who bid for the same the Sum of Fourteen Hundred and One and 00/100 Dollars, and Said Sum being More than two-thirds of the appraised Value thereof, and Said Israel Penrose 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 One and 00/100 Dollars.

J. Edd. Robinson
Sheriff.

No 7654
Proof of Publication

"September 2nd, 1899. The following Notice of Sheriff Sale and its Proof of Publication was filed with the Clerk of this Court To-wit:

Sheriffs Sale
on Alias order of Sale

The Farmers Bank vs Wm Roots 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 29th 1899, at or about the hour of one O'clock P.M. on said day, the following described real estate To-Wit: Situated in the Village of Milford Center, County of Union and State of Ohio, and bounded and described as follows:= Being parts of In Lots Sixty Seven (67) and Sixty Eight (68) More particularly described as follows.

Tract No 1.= Parts of in Lots Numbers 67 and 68; Beginning at the Southwest corner of in Lot No 66; Thence South, and parallel with Mill Street 91 feet to Center Street; Thence East and parallel with Center Street 100 feet; Thence North and parallel with the west line of Mill Street 91 feet; Thence West and parallel with the South line of Center Street 100 feet to the beginning. For a more definate discription of said In Lots Nos 67 and 68, reference is hereby made to the recorded plat of said Village of Milford Center in the office of the Recorder of said Union County Ohio. And said Lots are bounded on the North by State Street, on the East by Pleasant Street, on the South by Center Street and on the West by Mill Street.

Appraised at $2100.00
Terms of Sale Cash.

J Ed Robinson Sheriff of
Union County Ohio
John M. Broderick Attorny

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 Weekly Unionist, a Newspaper of general Circulation in the County of Union Said Publication beginning with June 29th 1899.

Chas F Monroe

Sworn to and Subscribed before Me this 9th day of Aug. 1899.

C W McAdow
Notary Public

(Seal)

---

On September 11th 1899. The following Entry of Confirmation was filed in the Clerks office. To Wit

No 7654 Entry of Confirmation

Entry

The Farmers Bank
vs
Willis of Roots et al

"This day this Cause came on for hearing on Motion of the Plaintiff to Confirm the Sales made herein, and the Court having Examined the return and proceedings of Said Sheriff, and finding the Same in Conformity to Law, and the former order of the Court herein, do Approve and Confirm Said Sale, and the Sheriff is ordered to Convey Tract No 1, to the purchaser Israel Penrose, Tract No 2, to A.L. Kelly, the purchaser, and for the undivided one-half of Lots Nos 134 and 135, to the purchaser M. H. and Mary A. Dee.

"And the Court Coming Now to Distribute the proceeds of Said Sales, in the hands of the Sheriff, for Tract No 1, amounting to $1401.00 order that Said Sheriff pay.

"1st The Costs of Said Suit amounting to. ---------- $44.84 and

2nd the balance to apply on the Claim of Israel Penrose amounting to $1354.16 / $1401.00

and Said purchaser. Israel Penrose in open Court assured the payment of all Taxes due and to become due on Said premises, as well as delinquencies.

"And of the proceeds of the other Sales amounting to $208.47 Said Sheriff is ordered to pay.

1st The Taxes on Said Lots 44, and ½ of 134, and 135 amounting to ---- $14.57

No 7654 Receipt for Order of Sale

No 7654 Order of Sale

"2nd. The Costs of said Suit amounting to - - -

decreed that said Miller & Roots within 10 days from the 25th day of September A.D. 1899 pay unto the said Farmers Bank the said Judgment hereto for taken, and on default to pay the same, that an order of Sale issue to the Sheriff of said County, Commanding him to proceed according to the Statute, regulating Judgments and Executions at law, to sell the real Estate described in the Plaintiff's Petition &c and whereas the 10 days aforesaid have fully Expired, and the said Judgment and Costs aforesaid have not been paid 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 tenuments Situate in the Village of Milford Center Union County Ohio, To-wit:= The Undivided one-half of the following described real Estate:

"Part of Out Lot Number Twenty Three (23) and bounded and described as follows, To-wit:= Beginning at the Southwest corner of In Lot No 35, and in the East line of Pleasant Street; Thence Easterly with the South line of In Lots No 35-34-33 and 32 to the South East corner of Said In Lot No 32, and Northwest Corner of that Part of Said Out Lot No 23, owned by the heirs of Dixon Mitchell deceased Thence Southerly with the West line of Said Mitchell heirs land to the North line of Center Street; Thence Westerly with the North line of Said Center Street to the East line of Said Pleasant Street; Thence Northerly with the East line of Said Pleasant Street to the beginning; Excepting a Lot 45 by 120 feet conveyed to Mahaby Reed, and a Lot 40 by 120 feet Conveyed to H. W. Johnson.

"Also, the Undivided one-half of the following real Estate Situate in the Village of Milford Center, County of Union and State of Ohio, = Part of Out-Lot Number Twenty two (22) and bounded and described as follows,

"Beginning at the North East Corner of In Lot No 146, and in the South line of Center Street; Thence Easterly with the South line of Said Center Street 28 feet to the west line of an Alley; Thence Southerly with the West line of Said Alley, 58 feet, to the North East Corner of In Lot No. 122; Thence Westerly with the North line of Said In Lot No 22, 28 feet to the South East Corner of Said In Lot No 146; Thence Northerly with the East line of Said In Lot No 146 59½ feet to the beginning.

"We therefore Command you, That you proceed to Carry Said order, Judgment and decree into Execution, agreeably to the Prayer thereof, and that you Expose to Sale the above described Real Estate, Under the Statute regulating Sales on Execution, and that you apply the proceeds of Such Sale in Satisfaction of Said Judgment and decree with Costs and interest as Specified therein, and that you Make report of your proceedings herein to our Court of Common Pleas within Sixty days from the date hereof, and bring this order with you.

Witness my Signature as Clerk of our said Court of Common Pleas and the Seal of Said Court at Marysville this 20th day of October A.D. 1899.

(Seal)

J. M. Gosnell
Clerk

No 7656 Proff of Publication

On November 28th 1899 the Sheriff Made The following return on the above order of Sale, To-wit:

Sheriff's Return

No 7656 Sheriff's Return on order of Sale

The State of Ohio
Union County } ss

In Obedience to the Command of the order of Sale hereto annexed I did on the 24th day of October 1899

| Sheriffs Fees | $ | ct |
|---|---|---|
| Levy | | 25 |
| Sum Appraisors | | 25 |
| Swearing Appraisors | 1 | 80 |
| Writing Appraisal | | 25 |
| Copy of Apprisal | | 25 |
| Notice to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | | 80 |
| Poundage | 2 | 05 |
| Return | | 25 |
| Recenue | | 50 |
| Total | $ 6 | 35 |
| Appraisers fees | 8 | 00 |
| Printers Fees | 25 | 50 |

Summons J. M. Whitmer, T. W. Buffington and P. Debar three disinterested freeholders, residents of said County, who were by me duly Sworn to impartially Appraise the lands and Tenements therein described. Upon actual View, and afterward, on the 24th day of October A.D. 1899. Said Appraisers returned to Me. Under their hands and Seals that they did, Upon actual view of the premise estimate and appraise the real value in Money of Undivided ½ of Out Lot No 23. at ---------- $285 00 Dollars Undivided ½ of out Lot No 22 at ---------- $ 17 66 Dollars. "A certified Copy of said Appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, And on the 25th day of October, 1899, I caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general Circulation in Union County) said lands and tenement to be Sold at Public Sale at the door of the Court House of said County on the 25th day of November A.D. 1899. 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 25th day of November A.D. 1899 at the time and place above Mentioned, proceed to offer said lands and tenements at public Sale and then and there Came John D. Boylan, who bid for ½ of out Lot 23, the Sum of $190 00, and D. S. Abertharp who bid for ½ of out Lot No 22, the Sum of $118 00 Total Sum of Two Hundred and Two and 00/100 Dollars, and Said Sum being more than two-thirds of the appraised Value thereof, and Said John D Boylan and D. S. Abertharp being the highest and best bidders therefor I then and there publicly Sold and Struck off Said lands and Tenements to them for Said Sum of Two Hundred and 00/100 Dollars.

J. Ed. Robinson Sheriff

---

"And on the 9th day of December 1899 the following Notice of Sheriffs Sale and its Proof of Publication was filed with the Clerk of this Court, To-wit,

No 7656
Proff of Publication

The Farmers Bank
vs
Willis J. Roots, Et. al.

Sheriffs Sale.

John M. Broderick Attorney

On order of Sale
Court of Common Pleas, Union County, Ohio.

"By virtue of the above Stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for Sale at the North door of the Court House in Marysville Ohio, on Saturday November 25th 1899, at or about the hour of one O'clock P.M. on said day the following described Real Estate, To-wit.

"Situated in the Township of Union and in the Village of Milford Center County of Union and State of Ohio, and bounded and described as follows:

"The undivided one-half of the following described Real Estate; Part part of Out Lot Number Twenty three (23) and bounded and described as follows: To-Wit:- Beginning at the Southwest corner corner of In Lot No 35, and in the East line of Pleasant Street; Thence Easterly with the South line of In Lots Nos 35, 34, 33 and 32, to the Southeast corner of Said In Lot No. 32 and Northwest corner of that part of Said Out Lot No 23, owned by the heirs of Dixon Mitchell "deceased"; Thence Southerly with the West line of Said Mitchells,

hers land to the North line of Center Street: Thence Westerly with the North line of said Center Street to the East line of said Pleasant Street: Thence Northerly with the East line of said Pleasant Street to the beginning: Excepting a Lot 45 by 120 feet conveyed to Mabaly Reed and a Lot 40 by 120 feet Conveyed to H. W. Johnson.

"Also. the Undivided one-half of the following real Estate. Situated in the Village of Milford. Center. County of Union and State of Ohio. Part of Out Lot Number Twenty Two (22). and bounded and described as follows:- Beginning at the Northeast Corner of In Lot No 146. and in the South line of Center Street: Thence Easterly with the South line of Said Center Street. 28 feet to the West line of an Alley: Thence Southerly with the West line of Said Alley. 58 feet to the North east Corner of In Lot No 122: Thence Westerly with the North line of Said In Lot. No 122, 28 feet to the South east Corner of Said In Lot No 146: Thence Northerly with the East line of Said In Lot No. 146. 58½ feet to the beginning.

'Out-Lots Nos 22 and 23. bounded on the North by State Street, on the South by proposed Extention of Center Street, and on the West by Pleasant Street.

"Undivided One-half of Out-Lot No 23. Appraised at ----- $285.00

Undivided. One-half of out Lot No-22. Appraised at ----- $ 17.00

Terms of Sale Cash.

October 25th 1899-6w

J. Ed Robinson Sheriff of Union County, Ohio.

No 7656 Entry

The State of Ohio. Union County ss

"The Undersigned being duly Sworn says that a Copy of the annexed Notice was published for 6. Consecutive Weeks in. The Marysville Tribune" a Newspaper of general Circulation in the County of Union. the first Publication beginning with Oct 25th 1899.

W. O. Shearer.

"Sworn to and Subscribed before me this 1st day of December 1899.

Printers Fee $ 2.25

J. H Gossell
Clerk

---

December 1st 1899. The following decree of Confirmation. Order for Deed and Destribution of Proceeds was filed with the Clerk of this Court To-wit:

No 7656 Entry

The Farmers Bank vs Willis J. Roots et al

"Decree of Confirmation. Order for Deed. and Distribution of Proceeds.

On Motion of the Plaintiff. and on his producing the return of the Sheriff. of the Undivided one-half of Out Lot No 23. and the Undivided one half of out Lot No 22. 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. J. Ed Robinson convey to the purchasers of Said property. by deed. according to law. the property so Sold To-wit: The Undivided one half of Out Lot No 23. to John de Bayou Sold for $190.00. and The Undivided one-half of Out Lot No-22. to L. L. Abernathy Sold for $ 11.50 and the said purchasers are hereby severally subrogated to all the rights of the said lienholders. in said premises. so far as they may be paid herein. for the protection

of their titles. and a Writ of Possession is awarded to Put Each of said purchasers in Possession of. said Premises

"And the Court Coming Now to distribute the proceeds of said Sale. amounting to Two Hundred and Five. Dollars. it is ordered that the Sheriff out of the Money in his hands pay.

"First. To the Treasurer of this County The Taxes. penalty and interest against Said Property to wit the Sum of Dollars

Secondly. The Costs of this action Taxed at Thirty Six and 85/100. Dollars.

Thirdly To the Defendant The Citizens Home and Savings Company the remainder thereof. to wit the Sum of Dollars,

to apply on its judgment herein.

"And it appearing that all the property remaining unsold has been twice advertised and twice offered for Sale. and not Sold for want of bidders. it is ordered that a new appraisement of the same be made. and that said Sheriff proceed to Sell the same

Brodrick for Plff and Defts The C. H & S. Co. and P. P. Trustees

---

No 7656 Entry

On April 8th 1905 The following Entry was filed with the Clerk of this Court to-wit

The Farmers Bank vs Willis Y Roots Et al

Entry

"This day this Cause Came on for hearing on Motion of the Plaintiff to Confirm the Sale heretofore Made of the Undivided. one half of Out Lot No 23. and of the Undivided one half of Out Lot No. 22. Thereupon the Court having Carfully Examined the proceedings of the Sheriff herein. and finding the Same in all respects according to law. and the former order of this Court. do Approve and Confirm the Same.

"It is further ordered by the Court that the Sheriff Convey by good and Sufficient deed Said one half of Out Lot No 23. to the purchaser thereof. John L. Boylan, and Said one half of Out Lot No 22. to the purchaser thereof. C L Abernathy.

"And the Court finding that. that one Charles H. Wiltrie has purchased said one-half of Said Out. Lot. No 23. pending these proceedings at Tax Sale. and that said purchase is void and of None Effect in law. It is ordered by the Court that. out of the purchase Money in the hands of the Sheriff Said Charles H. Wiltrie be re-imbursed in the Amount paid by him to the County Treasurer with Six per Cent. Interest thereon to the first day of this Term of Court. Amounting in all to the Sum of $17.36; and it is further ordered by the Court that the County Auditor Transfer the title of said one-half of Said Out Lot. No. 23. on the Grand Duplicate of Said County from the Name of Said Charles H. Wiltrie into the Name of Said John L. Boylan. on proper presentation of the Sheriffs deed therefor. and the payment of the Costs of Transfer:- And the Court Coming now to distribute the proceeds of Said Sale. in the hands of the Sheriff. Amounting to the Sum of $202.25 it is ordered that he pay.

1st The Said Sum of $17.36 to Said Charles H. Wiltrie. as aforesaid.

2nd To the Clerk of this Court the Costs herein. Taxed at. $37.35

3rd The remainder $147.54 to the defendant. The Citizens. Home and Savings Company to apply on its Judgment herein

Brodrick for Plff. & Dft the C. H. & S. Co.

Albert J McConnell Clerk

7656.
Answer.

(Error)
This answer properly belongs on Page 409.

Apr. 10th, 1899, the following Answer & Cross-petition was filed:-
The Farmers Bank. vs. Court of Common Pleas, Union County, Ohio.
Willis Y. Roots et al. — I. H.C. Fullington, one of the defendants herein, answers the petition of plaintiff and says that on the 26th day of Sept. 1898, the said Willis Y. Roots and M.L. Roots, executed and delivered to this defendant, their promissory note and thereby promised to pay said H.C. Fullington, six hundred dollars six ninety days from the said date thereof, with 8% interest from date, that said time has elapsed, and said note has become due, and payable, and there is due to this defendant on said note said sum of six hundred dollars, with 8% interest from Sept. 26th, 1898. That no payment has been made on said note.
II. That on said 26th day of September 1898, said Willis Y. Roots and M.L. Roots, to secure the payment of said promissory note, executed and delivered to said Fullington their mortgage deed upon the tract of land designated in plaintiffs petition, as the "Fifth Tract", being part of out Lot, No. 12 in Milford Centre, Union County, Ohio, and particularly described in the petition, Also on one other tract in said Milford Centre, and designated in plaintiffs petition as "Sixth Tract" and being part of out Lot No. 23, - being one undivided one half of the same and particularly described in the petition. That said mortgage was duly presented to the Recorder for Record on Oct. 5th, 1898, at 11 o'clock, A. M. and was duly recorded on Oct. 13th, 1898, in volume 34 Page 602, Union County Record of Mortgages. That said mortgage deed has become absolute, and there is now due to this defendant, on said note the sum of Six Hundred Dollars with interest at 8% from the 26th day of Sept. 1898. (Amt. Apr. 10th, 1899, $26) and that this defendant has a mortgage lien on that part of the premises described in plaintiffs petition, which is mentioned and referred to above. This defendant therefor asks that on the hearing of this cause, that the Court so find the amount due this defendant, as above mentioned, and that the same is a mortgage lien on the Real Estate, herein mentioned to secure the same. That the said premises be sold to pay this indebtedness, and that the same be paid out of the proceeds thereof, according to its just and legal priority, and that this defendant have execution for the balance, and asks all other and further relief that may be just and equitable by reason of the premises. Porter & Porter, attys for H.C. Fullington,
H.C. Fullington, being duly sworn makes oath, that the facts stated in the above pleading, are true as he believes.
H.C. Fullington,
Sworn to by H.C. Fullington, before me and signed by him in my presence, this 10th, day of April, 1899.
Seal. John A. Gosnell, Deputy Clerk.

7656
Order of Re-Appraisement and Sale.

May. 22nd, 1900 the following Order was issued:-
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 April Term, thereof, A.D. 1899, in a certain action of foreclosure, and to marshal liens, wherein The Farmers Bank, Plaintiff, and Willis Y. Roots et al Defendants, a writ issued out of said Court for the sale of the premises hereinafter described, and whereas no sale being had under said order an alias order was issued on the 29th day of May, A.D. 1899, and also a second alias order was issued on the 27th day of June, 1899, and whereas, no sale being had under said order, the said Court has therefor ordered a re-appraisement and sale of the same, Ye, command you, J. Ed. Robinson, Sheriff 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, State of Ohio, and in the Village of Milford Centre,
4th Tract:- Part of Out Lot No. 12; beginning in the North line of Center Street at the southwest corner of that part of said out Lot owned by Union Township; thence a northerly course in a straight line 132 feet to the Northwest corner of that part of said Out Lot owned by Heller & Homer, thence a northwesterly course with the north line of said out Lot 50 feet to the North-East corner of that part of said out Lot formerly owned by Roots and Dway; thence with their East line a southwesterly course 132 feet to the North line of said Center St. Thence a southeasterly course with the north line of said Center St. 50 feet to the beginning. For a more definite description of said Out Lot No. 12 reference is hereby made to the recorded plat of said village in the office of the Recorder of said Union County, Ohio.
Fifth Tract:- Part of Out Lot No. 12, beginning at the Northeast corner of that part of said Lot owned by Union Township,

7656
Sheriff's Return

7656.
Legal Notice

7656
Decree.

thence north along the East side of Mill St. 80 feet to the Southeast corner of that part of said out Lot owned by Heller and Houser, thence a westerly course 82½ feet, thence South 80 feet, thence an Easterly course 82½ feet to the beginning. 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 22nd day of May, A. D. 1900.

Seal

J. N. Powell, Clerk.

7656

Sheriff's Return

July 20th, 1900 the following Return was made:-

The State of Ohio, Union County ss. :- In obedience to the command of the order of sale hereto attached, I did on the 22nd day of May 1900, summon, W. A. Williams, J. M. Wintmer, and A. J. Rigdon, 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 22nd day of May, A. D. 1900, 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 as Tract No. 4. at $100.00, Tract No. 5, $216.66 Dollars. A certified of said appraisal I forthwith deposited in the Office of the Clerk of Court of Common Pleas, of said County, and on the 23rd day of May, 1900, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 23rd day of June A. D. 1900, at one o'clock P. M. of said day, and having advertised the said lands and tenement for more than thirty days, previous to the day of sale, to wit, five consecutive weeks, and in pursuance to said notice I did on said 23rd day of June, A. D. 1900, 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 E. R. Hathaway who bid for the same the sum of Tract No. 4. $67.00, Tract No. 5, $145.00 Dollars, and said sum being more than two thirds of the appraised value thereof, and said E. R. Hathaway being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Two Hundred and Twelve & 00/100 Dollars.

Sheriff's Fees:- service, 25¢ levy, 25¢ summoning app. 1,00 swearing app. 25¢ waiting appraisal, 25¢ copy appraisal, 25¢ notice to Printer, 25¢ Writing notice, 26¢ mileage, 80 Poundage 2,62, return, 25¢ revenue, 50 Total $6.42. Appraisers fees $3.00

J. Ed. Robinson, Sheriff.

7656.

Legal Notice

June, 22nd, 1900, the following Legal Notice was filed:-

The Farmers Bank, vs. Wellis H. Roots 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, June 23rd, 1900, at or about the hour of one o'clock P. M. the following described Real Estate to wit:- Situated in the Village of Milford Center, Union County, Ohio, and bounded and described as follows:- Fourth Tract:- Part of out Lot No. 12: beginning in the North line of Center St. at the Southwest corner of that part of said out Lot owned by Union Township, Thence a northerly course in a straight line 132 feet to the northwest corner of that part of said out Lot, owned by Heller & Houser, Thence a northwesterly course with the North line of said out Lot 50 feet to the northeast corner of that part of said out Lot formerly owned by Roots & Evey, Thence with their East line a southwesterly course 132 feet to the north line of said Center St. Thence a southeasterly course with the north line of said Center St. 50 feet to the beginning. For a more definite description of said out Lot No. 12 reference is hereby made to the recorded plat of said village viz the office of the Recorder of said Union County, Ohio. Fifth Tract:- Part of out Lot No. 12, beginning at the northeast corner of that part of said lot owned by Union Township Thence north along the West side of Mill St. 80 feet to the southeast corner of that part of said out Lot, owned by Heller and Houser, Thence a westerly course 82½ feet, Thence south 80 feet Thence an easterly course 82½ feet to the beginning. Fourth and Fifth Tracts bounded on the north by State Street, on the East by Mill Street, on the South by Center Street and on the West by Railroad Street. Fourth Tract appraised at $100. Fifth Tract appraised at $216.66. Terms of Sale- Cash.

J. Ed. Robinson, Sheriff Union County, Ohio.

John. M. Brodrick, Attorney.

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 on the May 23rd, 1900.

H. D. Shearer.

Sworn to and subscribed before me this 22nd day of June, 1900.

Printers Fees $0.25.

J. N. Powell, Clerk.

7656

Decree.

Sept. 26th, 1900 the following Decree was filed:-

On motion of the Plaintiff and on his producing the return of the Sheriff, J. Ed. Robinson, of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff, J. Ed. Robinson, 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, J. Ed. Robinson convey to the purchaser, E. R. Hathaway, by deed according to law, the property so sold to-wit:- Fourth Tract, and Fifth Tract, in said petition described, as described in full in the order of Re-appraisement and Sale, herein dated, May 22nd, 1900, and returned and filed July 20th 1900. And the said purchaser is hereby subrogated to all the rights of the said lienholders, in said premises, so far as they may be said herein, for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises. 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 Two Hundred and Twelve Dollars, it is ordered that the Sheriff, J. Ed. Robinson, out of the money in his hands pay:- First:- To the Treasurer of this County the taxes, penalty and interest against said property, to-wit, the sum of One Hundred and One and 57/100 Dollars.

Secondly:-

The costs of this action taxed at Thirty-five and 75/100 Dollars.

Thirdly:-

To the defendant, The Citizens Home and Savings Company, the residue of said proceeds, viz:- Seventy-four and 73/100 Dollars. to apply on its judgment herein.

Attest:- Chas. E. Sherwood, Clerk.

Continued on Page 585 of this Record.

"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 3rd day of April in the year of our Lord one Thousand Nine Hundred

"Be it remembered that heretofore to-wit: on the 9th day of February A.D. 1900. Effie Bellus filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Burton Bellus To-wit:

No 7762 Petition

Effie Bellus: Plaintiff
vs
Burton Bellus: Defendant

"Plaintiff Says She is a resident of the State of Ohio, and that the cause of action arose in Union County, Ohio.

"That on or about the 7th day of August A.D. 1893, She was Lawfully Married to the Defendant whome She prays May be Made a party, hereto.

1st Cause of action:

Plaintiff further Says that She allways conducted herself as a faithful and prevident wife attending to all the duties of a wife, yet for More than three years last Past Said defendant has been guilty of gross neglect and has wholly failed to provide the Plaintiff with a home or any Means of Support whatever.

2nd Cause.

"Plaintiff Says that for More than three years prior to filing this Petition, and Nearly all the time Since their Marriage Said Defendant has been guilty of habitual drunkness,

"3rd Cause of action.

"Plaintiff further Says for More than three years last Past the defendant has been guilty of Willfull absence Wholly Abandoning her during all of that time

"Plaintiff therefore Prays that Upon the final hearing of Said Case She be granted a Complete Divorce from the defendant Restoring each party to all their rights herein, and to all of her rights in the premises.

Effie Bellus, by
J M. Kennedy her Attorney.

No 7762 Praecipe

To the Clerk,

"Issue Summons and Copy of this Petition to the Sheriff of Union County, for Burton Bellus, returnable according to law. Judgment prayed for

J M. Kennedy, Atty for Plaintiff

No 7762 Entry and decree for Divorce

February 9th 1900 the following Summons with Copy of the Petition was issued by the Clerk of this Court directed to the Sheriff of Union County, Ohio. To-wit:

No 7762 Summons

The State of Ohio, Union County ss

Summons in Divorce

"To the Sheriff of Union County:

"You are Commanded to Notify Burton Bellus that Effie Bellus 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 Willfull absence Gross Neglect of duty and asking that She be divorced from him

No 7762 Sheriffs Return on Summons.

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.

"Jas will Make due return of this Summons, on the 19th day of February, A.D. 1900.

"Witness My Signature as Clerk of Our Said Court of Common Pleas and the Seal of Said Court at Marysville this 9th day of February, A.D. 1900.

(Seal) J. H. Gromell Clerk

---

and on the 10th day of February, the Sheriff made the following return on the above Summons to wit.

No 7762 Sheriffs Return on Summons.

The State of Ohio } ss
Union County }

Sheriffs Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | | 32 |
| Copy | | 15 |
| Total | $1 | 12 |

"Received this writ February 10th A.D. 1900 at 8. O'clock A.M. and Served Same by personally handing Burton Bellus a true Copy of this writ together with a Certified Copy of Petition on the 10th day of February, 1900

J. Ed. Robinson Sheriff.

---

"On April 3rd A.D. 1900. The following Entry of Decree for Divorce was Made and filed with the Clerk of this Court. to-wit:

No 7762 Entry and decree for Divorce

Effie Bellus
vs
Burton Bellus

Entry

"This day this Cause came on to be heard upon the Petition of the Plaintiff, the defendant being in default for answer and the Court being fully advised in the premises do find for the Plaintiff

"1st That due Notice of the pendancy has been Served on the defendant.

2nd That Said defendant had been guilty of gross Neglect, wilfull absence and habitual drunkenness for more than three years.

"It is therefore Considered, ordered and Adjudged by the Court that the Plaintiff be granted a Complete divorce from the defendant and that Each party be released therefrom and recover her Costs herein taxed at $

Attest- J. H. Gromell Clerk

Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow, Judge of Said Court of the Term of April A.D. to-wit: on the 3rd day of April in the Year of Our Lord One Thousand Nine Hundred.

"Be it Remembered that heretofore to-wit: on the 14th day of February A.D. 1900 Lewey F. Keller filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Howard Keller to-wit:

No 7764 Petition.

Lewey F. Keller
Plaintiff
vs
Howard Keller
Defendant

Union County Ohio, Court of Common Pleas:

Petition

"Plaintiff Says She has been a resident of the State of Ohio for More than a year last past, and is now a bona-fide resident of Union County.

"That on the 28th day of November A.D. 1895 She was Married to the defendant at Union County, Ohio, whome She prays May be made a party hereto.

"Plaintiff further Says that She has always been a faithfull and obediant wife to the defendant, always attending strictly to her duties as a wife.

"The defendant disregarding his duties of a husband has been guilty of wilfull absence for More than three years next preceding the filing of this Petition.

"For further Cause of action, Said defendant while living with the Plaintiff was Cross, Cruel, and abusive and was very Violent in his Temper, often destroying the household goods and furniture in the house while in these fits of anger and would Curse and Swear at the Plaintiff and abuse and aggravate her by Violent threats and anger.

"During their Marriage they had as the fruits of Said Marriage one child, Clarence, Now about three years Old.

"Plaintiff therefore prays that upon the final hearing of this Case She be granted a Complete divorce from Said defendant, Each party being released from the obligations thereof and that She be decreed the Custody, Care, and Control of their Child Clarence Keller, and for all proper relief in the premises.

Lewey F. Keller
By her attorney J. M. Kennedy.

No 7764 Petition.

No 7764 Sheriffs Return on Summons.

No 7764 Entry, decree for Divorce

To the Clerk.

Issue Summons and Copy of Petition to Sheriff Union County, Ohio, for Howard Keller, Order Divorce and Custody of Child Prayed for.

J. M. Kennedy Attorney.

No 7764 Summons.

On February 4th 1900: the following Summons with Copy of Petition was issued by the Clerk of this Court directed to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio
Union County ss

Summons in Divorce
To the Sheriff of Union County, Ohio.

"You are Commanded to Notify Howard Keller that Lewey F. Keller 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 wilfull absence for

More than three years, and cruelty, and asking that She be divorced from him and that Custody of child, and for other proper relief. Said Petition will Stand for hearing during the Term of Said Court Next Ensuing, and Six weeks from and after the Service of this writ.

"You will Make due Return of this Summons on the 26th day of February A.D. 1900.

Witness my Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court, at Marysville, this 14th day of February, A.D. 1900.

(Seal) J. M Gosnell Clerk

No 7764
Sheriffs Return on Summons.

."On February 21st A.D. 1900 The Sheriff of Union County Ohio. Made the following return on the above Summons, To-wit:

The State of Ohio
Union County } ss

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees: | $ | cts |
| Service & Return | | 65 |
| Mileage | 2 | 54 |
| Copy | | 15 |
| Total | $3 | 34 |

"Received this writ February 15th A.D. 1900 at 8. O'clock A.M: and Served Same by Leaving at the usual place of Residence of Howard Keller, a true Copy of this writ with a Certified Copy of Petition thereof on February 20th 1900.

J. Ed Robinson Sheriff.

No 7764
Entry, decree for Divorce

"April 3rd 1900, The following Entry of decree for divorce was Made and filed with the Clerk of this Court To-Wit:

Lucy E Keller
vs
Howard Keller

Entry

"This day this Cause Came on for hearing on the Petition of the Plaintiff the defendant being in default for answer, and the Court being fully advised in the premises do find for the Plaintiff.

"First= That due Notice of the pendancy hereof had been Served on the defendant

2nd= That Said defendant had been guilty of gross Neglect and wilful absence for More than three years.

"It is therefore Considered, ordered and adjudged by the Court, that the Plaintiff be granted a Complete divorce from the defendant, and that She have the Custody, care and Control of their infant Child Clarence E. Keller, and recover her Costs herein Taxed at $

Attest J. M Gosnell Clerk

"Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio: before the Honorable Duncan Dow, Judge of Said Court of the Term of April to-wit: on the 9th day of April in the year of Our Lord, one thousand nine Hundred:

"Be it remembered that heretofore, to-wit: on the 14th day of August A.D. 1899. Alice A Gamble filed in the Clerks Office of the Said Court of Common Pleas the following, Petition against Samuel E. Gamble to-wit:

No 7700 Petition

Alice A. Gamble : Plaintiff
vs
Samuel E. Gamble Defendant

Court of Common Pleas, Union County, Ohio
Petition

1st The Plaintiff alleges that on the 25th day of February, 1874, in Dover Township, Union County, this State, She was Married to the defendant, and has Since resided therein and has ever Since Said Marriage conducted herself toward the defendant as a faithfull Chaste and Obedient Wife.

2nd = The defendant disregarding his duties as a husband, for more than two years last past has grossly neglected plaintiff and his Children and was guilty of extreme Cruelty toward the plaintiff in this to-Wit:

"That the Said defendant, at different times, would come home intoxicated and would Curse and Swear, and abuse plaintiff, and threaten to throw her out of the house, and kept her Constantly in a State of fear.

"The Said defendant was guilty of being and running with other Women

"The Said defendant also at Numerous times invited disreputable young Men who was intoxicated to Come to the house and Spend the Nights with two of the daughter of Plaintiff, and against the protest of Plaintiff

3rd The plaintiff further alleges that She was Compelled to go out and Work for the Neighbors in Order to Maintain Herself and Children, and when unable to keep herself in Sufficient Clothing, called on her daughter who was Working away from home for aid, and when plaintiff was very Sick defendant refused to get her any provision or Medical assistance, and was Compelled to depend upon the Neighbors for help

4th = The Said plaintiff has with her, and under her Care one Child Alta Mable Gamble of the age of Nine years, and that the plaintiff further represents that Said defendant is a Man of Vicious and Vulgar habits, and is wholly unfit to be intrusted with the Care, Custody and Education of Children.

"5th = The defendant further alleges that the defendant was always in good health Strong and perfectly able to Support plaintiff and their Children, and that the only time in which defendant was ever Since his Said Marriage to plaintiff, unable to Support plaintiff and Children was when he was afflicted with a disease gotten from Cohabiting with bad Women

6th = The plaintiff therefore prays that She may be divorced from Said defendant and that She may be given the Custody of Said Child and that She may have Such other relief as Equity may require.

Alice A Gamble.

By F. A Thompson Attorney for Plaintiff

No 7700 Precipe

No 7700 Summons

No 7700 Sheriff's Return on Summons.

No 7700 Answer

No 7700
Precipe

To. Clerk

Issue Summons to Sheriff of Union County, Ohio, against defendant returnable according to law.

F. A Thompson Attorney for Plaintiff

---

No 7700
Summons

"On the 14th day of August the following Summons with a Copy of the Petition was issued by the Clerk of this Court and delivered to the Sheriff of Union County Ohio. To-wit;

The State of Ohio
Union County } ss

Summons in Divorce
To. the Sheriff of Union County.

"You are commanded to Notify Samuel E. Gamble, that Alice A. Gamble 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 their Child, and for other proper relief. Said Petition will Stand for hearing during the Term of Said Court Next Ensuing, and Six weeks from and after the Service of this writ.

You will Make due return of this Summons on the 28th day of August, A. D. 1899.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 14th day of August A.D. 1899

(Seal) J. McConnell Clerk

---

No 7700
Sheriff Return on Summons.

"And on the 14th day of August A.D 1899 The Sheriff of Union County, Ohio Made the following return on the above Summons to-wit;

The State of Ohio
Union County } ss

Sheriffs Return

"Received this writ August 14th A.D. 1899 at 3. O' Clock P.M. and Served same by personally handing Samuel E. Gamble a true Copy of this writ. Together with a certified Copy of Petition. on August 14th 1899.

J. Ed Robinson Sheriff.

| Sheriffs. Fees. | $ | Ct. |
|---|---|---|
| Service & Return | | 65 |
| Mileage | | 64 |
| Copy. | | 15 |
| Total. | $ 1 | 44 |

---

No 7700
Answer

On January, 15th 1900 the following answer was filed with the Clerk of this Court. To-wit;

Court of Common Pleas, Union County, Ohio.

Alice A Gamble Plaintiff
against
Samuel E Gamble Defendant

Answer.

"The defendant answers to the Petition of Plaintiff and Says;

"That he admits the Marriage, and residence of the parties to this action as Stated in Plaintiffs Petition = and defendant denies. Each and Every allegation of Plaintiffs Petition Not herein Specifically admitted.

Porter & Porter Attorneys for Deft.

"Samuel E Gamble the defendant being Sworn. Makes oath that the facts Stated in the forgoing answer, are true as he believes. - Samuel E. Gamble.

"Sworn to by Samuel E Gamble before me and Signed by him in my presence this 15th day of February, A. D. 1900 (Seal) J McConnell Clerk

No 7770 Entry and decree of divorce.

"On April 9th. 1900. the following Entry, and decree fu divorce was filed with the Clerk of this Court. To-wit.

Alice A Gamble
Plaintiff
vs
Samuel E. Gamble
Defendant

Journal Entry

"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 pendancy 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 in this State for one year, before the filing of the Petition herein, and that the defendant has Grossly Neglected the plaintiff, without just cause fu about three years, prior to the filing the Petition.

"It is therefore this 9th day of April 1900. Considered by the Court that the Marriage relation heretofore Existing between said parties be and the same is hereby 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.

"And it is further Ordered that the care, Custody, Nurture and Education of the child Alta Mabel be until further order of the Court confided Exclusively to the plaintiff and defendant is hereby injoined from Meddling with, or in any wise interfearing with the said child.

F. A. Thompson, Plaintiffs Attorney

Attest J. M Gomm Clerk

No 7772 Petition

No 7772 Precipe

"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 17th day of April in the year of our Lord, One Thousand Nine Hundred.

"Be it remembered that heretofore to wit, on the 27th day of February, A.D. 1900. Ettie Williams filed in the Clerks office of the Said Court of Common Pleas the following Petition against Henry E. Williams, To-Wit:

No 7772
Petition

Ettie Williams
Plaintiff
vs
Henry E Williams
Defendant

Court of Common Pleas Union County, Ohio.

Petition

"the plaintiff Says that She has lived in the State of Ohio for the year last past, and is at present a bona-fide resident of the County of Union.

"That on the 14th day of September 1898, She was Married to the defendant at Rush-Creek, Union County, Ohio, and that Ever Since Said date She has conducted herself towards the defendant as a faithful, Chaste and Obedient Wife.

"For her first cause of action the plaintiff Says the defendant disregarding his duties as a husband, has been, ever Since Said Marriage guilty of gross Neglect of duty toward her, in this: That he has wholly failed to provide her with the Means of a livelihood, that though Strong and well able to work he has Spent the greater part of his time in idleness, wherefore She was obliged to Support herself by her own Efforts by taking in Washing, by working in the field as a farm hand, and by depending upon the Charity of her parents and Neighbors: That the defendant was in the habit of Compelling her to divide her earnings with him, and of Spending Such Earnings So Extorted from her, in drinking and riotous living: That Said defendant Spent all his Evenings, and the greater part of his Nights away from home leaving her alone and unprotected

"For her Second cause of action the plaintiff Says that on or about the 20th day of July, 1899, regardless of his duties as a husband, was guilty of Extreme Cruelty toward her, Without any Cause or Provocation on her part, in this By Calling her in the presence of Others a bitch, and by accusing her of being Unchaste: And further was guilty of Extreme Cruelty toward her on or about the 15th day of January, 1899, and at Various other times, in this by Stealing Chickens, and other provisions and by Compelling her to receive the Same, and to prepare the Same for his use, and by Threatening to kill her Should She give information Concerning Said Thefts.

"Wherefore the plaintiff prays that the Marriage Contract heretofore Existing between the Said Henry E. Williams, and herself be annulled, and that She may be Divorced from the Said Henry E. Williams, and that She be restored to her Maiden Name of Ette Cutler, and for Such other relief as may be just and Equitable.

Ettie Williams.

"To the Clerk of the Court, Union County, Ohio

"Issue Summons Together with a copy of

No 7772
Precipe

Petition in the above entitled Case to the Sheriff of Union County for the defendant Henry E Williams, and Make the Same returnable according to law

James E Robinson Attorney for Plaintiff.

No 7772 Summons

February 29th 1900. the following Summons was issued by the Clerk of this Court and delivered to the Sheriff of Union County. Ohio.

The State of Ohio } ss
Union County } Summons in Divorce

To the Sheriff of Union County.

You are Commanded to Notify Henry E. Williams that Ettie Williams has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a Petition (a true Copy of Which is hereby delivered to you to be Served on him) Charging him with gross Neglect of duty, and Cruelty, and asking that She be divorced from him and that She be restored to her Maiden Name, and other proper relief. Said Petition will Stand for hearing during the term of said Court Ensuing and Six Weeks from and after the Service of this Writ.

"You will Make due return of this Summons on the 12th day of March A.D. 1900.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 27th day of February, A.D. 1900.

(Seal) J. M. Gosnell Clerk.

No 7771 Petition

---

On March 10th 1900 the Sheriff made the following return on the above Summons To-Wit.

No 7772 Sheriff Return on Summons.

The State of Ohio } ss
Union County }

Sheriff's Return

"Received this writ March 1st A.D. 1900. at 8. O'clock A.M. and Served Same by personally handing Henry E. Williams a true Copy of this writ. Together with a certified Copy of Petition on March 9th 1900.

J. Ed Robinson Sheriff.

| Sheriffs Fees: | $ | ct |
|---|---|---|
| Service & Return | | 65 |
| Mileage | 3 | 20 |
| Copy | | 15 |
| Total | $4 | 00 |

---

"On April 21st A.D. 1900 the following Entry and decree for Divorce was filed in the Office of the Clerk of this Court. To-Wit.

No 7772 entry for decree for divorce

Ettie Williams
vs
Henry E. Williams

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

"And Now Comes the said Plaintiff by Jas. E. Robinson Attorney, and the Defendant having been duly Served with Summons and a Copy of the Petition herein. the Court find that the allegations thereof are confessed by him to be true:= The Court also find that the Plaintiff, at the time of filing her Petition had been a Resident of the State of Ohio for one year next preceding the Same, and was at that time a bona-fide Resident of this County of Union. and that the parties hereto were Married as in said Petition set forth

"the Court further find upon the Evidence adduced that the defendant has been guilty of Gross Neglect of Duty and Extreme Cruelty. 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 Ellie Williams and Henry E. Williams be, and the same is hereby dissolved, and both parties are released from the obligations of the same, and the said Ellie Williams is restored to her Maiden Name of Ellie Cutler, and it is ordered that the said Plaintiff pay the costs of this prosecution.

Attest J. W. Gronill Clerk

---

"Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doo, Judge of said Court, of the Term of April, to-wit: on the 18th day of April in the Year of Our Lord, One Thousand Nine Hundred.

"Be it remembered that heretofore to-wit: on the 27th day of February A.D. 1900 William E. Ford filed in the Clerks office of the said Court of Common Pleas the following Petition against Clara M. Ford, to-wit:

No 7771
Petition

William E. Ford
Plaintiff
vs
Clara M. Ford
Defendant

In Court of Common Pleas, Union County, Ohio

Petition

"Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the County of Union, = On or about the 17th day of September A.D. 1891 he was Married to the defendant, No Children have been born of said Marriage

"Defendant has been guilty of gross Neglect of duty in that on or about the 10th day of September A.D. 1899 She left Plaintiffs home in the Village of Richwood, in said County and State, and remained absent therefrom, and from said Village about four days without his Consent, and Without Notifying him of her intention of going or of her Whereabouts during the time She was gone, or Making any Explination thereof to him on his return, but on the contrary refusing to Explain, and when questioned by him Concerning her absence, "Said; It is None of your business, You have a right to go when you Want to, and I will go when I please and Come when I please" And again on or about the 18th day of October, A.D. 1899, She Absented herself from Plaintiffs said home, and from said Village for the Space of about four days without his Consent, and without Notifying him of her intention of Leaving, or of her Whereabouts while gone, and refusing to give any reason or explination therefor on her return; = On or about the 15th day of December, A.D. 1899, and at Many other times during the year, last part, defendant left Plaintiffs said home without his Consent or knowledge and was absent therefrom, and from said Village over Night, and on her return refused to tell Plaintiff where, or with whom she had been, or why she had gone, when questioned by him.

"Defendant, for more than Eighteen Months last part, has wholly refused, and Neglected to Cohabit with Plaintiff as his wife and to permit all Marital intercourse and Connection.

"Wherefore Plaintiff prays that he May be divorced from the defendant, and for such other relief as is proper.

J. E. Millar Atty for Plff

No 7771
Precipe

To the Clerk of said Court

"Issue Summons accompanied by a duly Certified Copy of the Petition herein filed, directed to the Sheriff of Union County, to be Served upon the defendant returnable according to law.

J. F. Millar Atty for Plff.

On the 27th day of February, A.D. 1900. The following Summons was issued by the Clerk of this Court, directed to the Sheriff of Union County, Ohio. To-wit:

No 7771
Summons.

The State of Ohio } ss
Union County } Summons in Divorce

To the Sheriff of Union County.

"You are Commanded to Notify Clara M. Ford that William E. Ford 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 for other proper relief: Said Petition will Stand for hearing, during the Term of said Court, Next Ensuing and Six weeks from and after the Service of this writ.

"You will Make due return of this Summons on the 12th day of March A.D. 1900

"Witness My Signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 27th day of February, A.D. 1900

Seal

Josph H. Gosnell Clerk

No 7778.
Petition

And on March 2nd A.D. 1900 the above Summons was returned indorsed as follows To-wit:

No 7771
Sheriffs Return on Summons.

Sheriffs Return

The State of Ohio } ss
Union County }

"Received this writ, February 27th A.D. 1900. at 11 O'clock A.M: and Served Same by Personally handing Clara M. Ford a true Copy of this writ Together with a Certified Copy of Petition on March 1st 1900.

J Ed Robinson Sheriff

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | 2 | 54 |
| Copy | | 15 |
| Total | $3. | 34 |

On April 18th A.D. 1900 The following Entry and decree for divorce was filed with the Clerk of this Court, To-wit.

No 7771
Entry for decree of Divorce

In Court of Common Pleas, Union County, Ohio.

William E. Ford.
Plaintiff
vs
Clara M. Ford.
Defendant

Entry

"This Cause came on this 18th day of April A.D. 1900. to be heard on the Petition and the Evidence, the defendant having been duly Served with Summons, and a Copy of the Petition, and having failed to appear, the Court find her in default for answer or demurrer to Said Petition, and find that the allegations thereof are thereby confessed by her to be true.

"The Court also find that the Plaintiff at the time of filing said Petition had been a resident of the State of Ohio for one year next preceding the same.

No 7778
Receipt for Summons

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, addduced, that the defendant, has been guilty of gross Neglect of duty as in the Petition Alleged, 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 William E. Ford, and Clara M. Ford be, and the same hereby is dissolved, and both of said parties are released from the Obligations of the same,

"It is further Ordered that Plaintiff pay the Costs herein,

Attest J. M. Gosnell Clerk

---

"Pleas Continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court of the Term of April, To-wit, on the 1st day of May, in the year of Our Lord, One Thousand, Nine Hundred,

"Be it remembered, that heretofore to wit: on the 12th day of March AD 1900, Maggie Mattice filed in the Clerks office of the said Court of Common Pleas the following, Petition against Charles Mattice To-Wit,

No 7778. Petition

Maggie Mattice
Plaintiff
VS
Charles Mattice
Defendant

Union County, Ohio Court of Common Pleas,

Petition

"Plaintiff says that She has been a resident of the State of Ohio, for More than a year last past, and is now a bona-fide resident of Union County,

"That on the 20th day of March, 1895, She was Married to the defendant whom She prays may be Made a party hereto,

"Plaintiff further says that She has always Conducted herself toward the defendant as a faithfull wife, always ready and willing to perform all of the Marital duties of a wife, Yet Notwithstanding the same, the defendant has been guilty of Willfull absence, and gross Neglect of duty for more than three years, Next preceding the filing of this Petition, Wholly Neglecting to provide for or to live with this Plaintiff,

"Plaintiff says that during their Marriage they had born to them one Child Florence Mattice, Now about four years, Old, who has been in care and Control of this plaintiff

"Plaintiff Therefore prays that on the final hearing of this Petition She be granted a divorce from said defendant, and that She be decreed the Custody care and Control of said Child, and for all proper relief in the premises,

Maggie Mattice
By J. M. Kennedy her Attorney,

---

No 7778 Precipe for Summons

To the Clerk:

Issue Summons and Copy of Petition to Sheriff of Union County, Ohio, for Charles Mattice: Indorse, Divorce and custody of Child prayed for

J. M. Kennedy, Atty for Plaintiff

"And on the 12th day of March A.D. 1900. The following Summons was issued by the Clerk of this Court, directed to the Sheriff of Union County, Ohio, To wit.

No 7778 Summons

The State of Ohio, Union County ss

Summons in action for Divorce.

To The Sheriff of the County of Union.

"You are Commanded to Notify Charles Mattice that Maggie Mattice has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a Petition (a Copy of which is herewith Served on him) charging him with wilfull absence for three years and gross Neglect of duty, and asking that She be divorced from him, and that She be granted the Custody of their Child, and for other proper relief: Said Petition will Stand for hearing, during the Term of Said Court Next Ensuing, and Six weeks after the Service of this Writ.

"You will Make due return of this Summons on the 26th day of March A.D. 1900.

Witness My hand and the Seal of Said Court at Marysville this 12th day of March A.D. 1900

(Seal)

J M Bonnell Clerk of the Court of Common Pleas

No 7775 Petition

And on March 14th A.D. 1900 The Sheriff of Union County, Ohio made the following return on the above Summons To-Wit:

No 7778 Sheriffs Return on Summons

| Sheriffs Fees. | $ | cts |
|---|---|---|
| Service | | 40 |
| Copy | | 15 |
| Mileage | 1 | 40 |
| Return | | 25 |
| Total. | $ 2 | 40 |

"Received 8 O'clock A.M. on the 13th day of March A.D. 1900 and on the 13th day of March A.D. 1900. I Served the same upon the defendant Charles Mattice by leaving at his usual place of Residence a True Copy thereof, Together with a Certified Copy of the Petition in this Case.

J Ed Robinson Sheriff.

"And on the 1st day of May A.D. 1900. The following Entry and decree for divorce was filed with the Clerk of this Court, To-Wit.

No 7778 Entry and decree for Divorce

Maggie Mattice vs Charles Mattice

Entry

"This day this Cause Came on for hearing, upon the Petition of the plaintiff the defendant being in default for answer. And the Court after hearing the Evidence does find for The Plaintiff.

"1st: That the parties were Married as Stated in the petition

2nd: That Said defendant was duly Served with Summons

3rd: That the defendant has been Wilfully absent for More than three years and guilty of gross Neglect of duty, during all of that time.

"It is therefore Considered, ordered and adjudged by the Court that a Complete divorce be given to the parties hereto, and that the plaintiff have the Custody Care and Control of this Infant Child and recover her Costs Taxed at $.

Attest J M Bonnell Clerk

"Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dao, Judge of said Court, of the Term of April, Do-wit on the 4th day of May in the year of Our Lord One Thousand Nine Hundred.

"Be it remembered that heretofore Do-wit: on the 27th day of February, A.D. 1900. Emily A. Johnson filed in the Clerks Office of the said Court of Common Pleas the following Petition to-wit:

No 7775
Petition

Emily A. Johnson
Plaintiff
against
Grant Johnson
Defendant

Court of Common Pleas, Union County, Ohio.

Petition

The Plaintiff Says:

"That She has been a resident of the State of Ohio, for the year last past, and that She has been a bona-fide resident of said county of Union for More than one year last past, and is at present a bona-fide resident of said County.

"That on, or about the 18th day of January, 1897 in said County, of Union She was Married to the defendant, and She has Ever Since Conducted herself toward the said defendant Grant Johnson, as a faithful, loving, and Obedient wife, Yet the defendant, disregarding his duties as a husband, has been guilty of Extreme Cruelty toward the plaintiff in this Do-wit:

"1st:- He has frequently, Without any Cause or provocation, So far as the plaintiff is concerned, called her a Whore, a bitch, and has charged her with having Carnal intercourse Since their Marriage with other Men.

"That on, or about the 17th day of December, 1899 he Without any, cause or provocation on her part, Struck her, and kicked her, and called her a bitch, and has frequently Struck her Without Cause or provocation.

"The defendant has also been guilty of gross Neglect of duty, in this, that Within the year prior to their Separation She Stood in great Need of Clothing including, Underclothing to Make her Comfortable, That although She frequently, asked him to procure Clothing for her, he absolutly refused to do So, and did not get them;- That because of his Cruel Treatment in not providing for her, She was Compelled to go to her fathers home.

"There is No Child living, the issue of said Marriage.

"The defendant has had Employment, as a Section hand, for a Number of years, on the Erie Railroad, running through the Village of Broadway, in Said County, and has obtained fair wages during all of Said time.

"That the Plaintiffs, maiden Name was, Emily A. Davis

"The Plaintiff therefore prays that She May be divorced from said defendant and that She be restored to her Maiden Name of, Emily A. Davis, and that She may have Such other and further relief as in Law and Equity She May be Entitled to

Porter & Porter Attorneys for Plaintiff

"Emily A. Johnson the Plaintiff herein being Sworn, makes oath that the facts Stated in the foregoing Petition are true as She believes.

Emily A Johnson.

Sworn to by Emily A Johnson, before me and Signed by her in My presence this 27th day of February, A.D. 1900.

Notary Fee, 40 cts

Milo L. Myers Notary Public
Union County Ohio

Precipe for Summons

To the Clerk

"Issue a Summons in this Case, which Together with a Copy of the Petition deliver to the Sheriff of this County, for Service in this Case according to law.

Porter & Porter Attys for Plaintiff.

---

On February 27th A.D. 1900. the following Summons, was issued by the Clerk of this Court, directed to the Sheriff of Union County, Ohio, To-wit:

No 7773 Summons

The State of Ohio } ss
Union County }

Summons in Divorce.

To the Sheriff of Union County.

"You are Commanded to Notify Grant Johnson, that Emily A. Johnson has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a true Copy of which is herewith delivered to you to be Served on him,) Charging him with gross Neglect of duty and asking that She be divorced from him, and that She be restored to her Maiden Name, and for other proper relief. Said Petition will Stand for hearing, during the Term of Said Court Next Ensuing, and Six weeks from, and after the Service of this writ.

"You will make due return of this Summons, on the 12th day of March A.D. 1900.

Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 27th day of February A.D. 1900.

Seal

Jasper N. Gosnell Clerk

---

No 7775 Petition

"On March 8th A.D. 1900. The Sheriff of Union County, Ohio made the following return on the above Summons in the Clerks office of this Court, To-wit.

No 7775. Sheriffs Return on Summons.

The State of Ohio } ss
Union County }

Sheriffs Return

| Sheriffs. Fees: | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | 1 | 60 |
| Copy | | 15 |
| Total | $ 2 | 40 |

"Received this writ March 1st A.D. 1900. at 8. O'clock A.M. and Served Same by leaving at the usual place of residence of Grant Johnson, a true Copy of this writ, Together with a Certified Copy of Petition, on March 7th 1900

J. Ed. Robinson Sheriff

---

No 7773 Entry for decree of Divorce

On the 4th day of May, A.D. 1900 the following Entry for decree of divorce was filed with the Clerk of this Court, To-wit:

Emily Johnson against Grant Johnson } Entry. Cause No 7773

"Now comes the Plaintiff herein, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are true.

"That the Plaintiff, at the time of filing her Petition, had been a resident of the State of Ohio, for one year Next preceding the same, and was at that 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 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 Emily Johnson and Grant Johnson, be and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further Ordered that the Petitioner be, and she hereby is restored to her Maiden Name of Emily A. Davis.

It is further considered by the Court, that the said Emily Johnson recover from the said defendant her Costs herein Expended, and Execution is awarded.

Porter & Porter

Attest J. McConnell Clerk

---

"Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April, To-wit, on the 4th day of May, in the year of our Lord, one Thousand Nine Hundred.

"Be it remembered, that heretofore, To-Wit, on the 1st day of March, A.D. 1900, Leola Hambeck, filed in the Clerks office of the said Court of Common Pleas the following Petition against Charles Hambeck, To-wit:

No 7775 Petition

Leola Hambeck
Plaintiff
vs
Charles Hambeck
Defendant

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

"Plaintiff for her cause of action, says, that she is a bona-fide resident of the County of Union, and that she has been a resident of the State of Ohio, for one year last past. = She says that on the 12th day of November, 1896, She and the defendant herein were Married at Marysville, O. = That they have one child two years old named Ruby.

"Plaintiff further says that she has always been ready to live with the defendant, and be to him a faithful and dutiful wife, but Notwithstanding this, and disregarding his Marital duties he has failed, and willfully refused, though amply able, to provide plaintiff with a home of any kind, and has failed and willfully refused to Supply this Plaintiff, and their Child with food, Clothing and other Necessaries of life ever since their Marriage; Said Defendant has Wholly abandoned this Plaintiff, and this said child So that this Plaintiff has been compelled to work what She could for their Support and otherwise depend upon the Charity of relatives and friends. Notwithstanding the defendant is a Stout healthy young Man of about 23 years of age and able to properly Maintain them.

"The defendant has been in the habit of getting drunk the last three years.

"The defendant has been guilty of Extreme Cruelty, To-wit:- That on the ---- day of August, 1898, when this Plaintiff went to the defendants home at York Ohio, in her endeavor to get him to live with her, he Made Violent threats, and said, "God Dam you get out of here or I will hit you, I will knock you down, Get out or I will send you out faster than you came in, So that She was afraid of him, and Never attempted to live with him Since.

"Said defendant falsely accused Plaintiff of being Unchaste, and Untrue

to him, and says things against her Character which are unfit to be repeated herein and which are untrue.

"Wherefore the plaintiff prays that She may be divorced from this defendant that She be decreed the Custody of their said Minor Child and for all Equitable and proper relief required in the premises.

Lola Hornbeck
B. H. V. Spicer her Attorney

Receipt

"The Clerk will please file this Petition. Issue Summons and a Copy of the Petition to the Sheriff of Union County for the defendant herein
B H V Spicer Atty for Plaintiff

No 7775. Summons.

And on the 1st day of March, A D 1900 the Clerk of this Court issued the following Summons and directed the same to the Sheriff of Union County Ohio To-wit:

The State of Ohio, Union County ss

Summons in Divorce

To the Sheriff of Union County.

"You are Commanded to Notify Charles Hornbeck that Lola Hornbeck 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 their Child and for other proper relief: Said Petition will Stand for hearing during the Term of Said Court, next Ensuing, and Six Weeks from and after the Service of this Writ.

"You will Make due return of this Summons, on the 12th day of March A D. 1900.

"Witness My Signature as Clerk of our Said Court of Common Pleas, and the Seal of Said Court at Marysville this 1st day of March A D 1900

(Seal)

J. McConnell Clerk

And on the 8th day of March, A D. 1900 the Sheriff of Union County, Ohio Made the following return on the above Summons, To-Wit.

No 7775 Sheriffs Return on Summons

The State of Ohio, Union County ss

Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | 2 | 56 |
| Copy | | 15 |
| Total | $3 | 36 |

"Received this writ March 1st A D. 1900, at 8, O'clock A M. and Served Same by Personally Handing Charles Hornbeck a true Copy of this writ. Together with a certified Copy of Petition on March 7th 1900

J Ed Robinson Sheriff.

No. 7774. Petition

No 7775 Entry for Decree of Divorce

On May 4th 1900, The following Entry for decree of Divorce was filed in the Clerk of Courts Office. To-Wit.

Lola Hornbeck, Plaintiff
vs
Charles Hornbeck, Defendant

Court of Common Pleas Union County, Ohio.

Entry.

Now came the Plaintiff and the defendant, having

to be repeated

om this defendant
ull Equitable and

k

ng

no. and a Copy
ant herein

ff

issued the
ounty Ohio To-wit:

e Hornbeck
Court of Common
hy of Which is
n with gros
and that She
Said Petition
ssuing and

arch A.D. 1900.
rt of Common
1st day of March A.D. 1900
ch

unty. Ohio

t 8. O'clock A.M.
Charles Hornbeck
ertifies copy of

Sheriff.

was filed in

unty. Ohio.

ant. having

been duly Served with Summons and a Copy of the Petition herein, and having failed to appear, the Court find the defendant in default for answer and demurrer to said Petition, and find that the allegations thereof are Confessed by Charles Hornbeck 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 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 Leola Hornbeck, and Charles Hornbeck 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 said Leola Hornbeck Exclusively and the defendant is hereby enjoined from interfearing in any Manner with the said Child, or with the Plaintiff in the Custody of the said Child, and from Visiting said Child until further order of said Court.

"It is further ordered, and adjudged that the defendant pay to the Plaintiff as her reasonable Alimony, in Money, the Sum of Two Hundred Dollars, in Ten days, any default of such payment for three days, Execution is allowed to issue therefor

"It is further Considered by the Court That the said Plaintiff recover from the said defendant her Costs herein Expended, and Execution is awarded

H. D. Spicer Attorney.

Attest J N Gosnell Clerk

---

"Pleas Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan, Dav. Judge of Said Court, of the Term of April, To-Wit: on the 4th day of May, in the year of our Lord, One Thousand Nine Hundred

"Be it remembered that heretofore, To-Wit: on the, 15th day of March, A.D. 1900 Anna D Heinrich filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against John G. Heinrich, To-wit:

No. 7774. Petition

Anna D. Heinrich
Plaintiff
against
John G. Heinrich
Defendant

Court of Common Pleas: Union County, Ohio.

Petition

"The Plaintiff says She has been a resident of the State of Ohio for more than one year last past, and is at present a bona-fide resident of Said County of Union.

"That on or about the 7th day of April, 1898, at Kenton, Hardin County, Ohio, She Was Married to the defendant, and She has ever since Conducted

herself toward the said defendant, John G. Heinrich as a faithful, loving and obedient wife.

"That on the 2nd day of August, 1898, there was born to them a child Mildred Heinrich.

"The defendant disregarding his duties as a husband has ever since said Marriage Without any fault of the plaintiff refused to live with plaintiff, and refused to Cohabit with her as husband and Wife, and refuses to recognize Plaintiff as his Wife, and further he has refused, and Neglected to furnish Plaintiff with Sufficient Money, for the Support of herself, and their said child.

"The Plaintiff therefore prays that She May be divorced from the defendant, that the Custody of said child be given her, and that She have Such other, and further relief as in Equity and right She is, or May be entitled to.

Porter & Porter Attys for Plaintiff.

"The Plaintiff being Sworn Makes oath that the facts Stated in the foregoing Petition are true as She believes

Mrs Anna D. Heinrich.

"Sworn to by Anna D. Heinrich, before me, and Signed by her in my presence this 15th day of March, 1900.

Fees 40 cents

Milo L. Myers Notary Public
Union County, Ohio

No 7779
Entry and decree for Divorce

Receipt for Summons

To the Clerk. = Issue a Summons in this case directed to the Sheriff of Auglaize County, at Wapakoneta, Ohio, which deliver to Plaintiffs Attorneys Together with a certified copy of this Petition

March 15th 1900.

Porter & Porter
Attys for Plaintiff.

No 7779
Summons

And on the 15th day of March, A.D. 1900 the following Summons was issued by the Clerk of this Court, Directed to the Sheriff of Auglaize County Ohio, To-wit:

The State of Ohio, Union County } ss

Summons in action for Divorce.

"To the Sheriff of the County of Auglaize

"You are commanded to Notify John G. Heinrich, that Anna D. Heinrich has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a Petition (a Copy of which is herewith Served on him) Charging him with Wilfull absence and Gross Neglect of duty, and asking that She be divorced from him, and that She be granted the Custody of their child, and for other proper relief; Said Petition will Stand for hearing during the term of Said Court Next Ensuing, and Six weeks from and after the Service of this Writ.

"You will Make due return of this Summons on the 26th day of March, A.D. 1900.

Witness My hand and the Seal of Said Court at, Marysville this 15th day of March, A.D. 1900.

Seal

J. M. Gramell Clerk.

"And on the 21st day of March, A.D. 1900 the above Summons was returned to this Office, with the following Waiver indorsed thereon

Anna D. Heidrich against John D. Heidrich.

"I hereby Waive the issuing, and Service of the Summons hereto attached, and I Enter My Appearance as Defendant in Said Cause, and

acknowledge the Service of the Copy of the Petition by the Plaintiff, and I waive all Questions of time, and consent that said divorce action May be heard at any time after the return and filing of said Summons, hereto attached.

March 20th 1900.

John G. Heinrich
Defendant.

---

On May 4th 1900. The following Entry, and decree for Divorce was filed in the office of the Clerk of this Court, To-wit:

No 7779.
Entry and decree for Divorce

Anna D. Heinrich
against
John G. Heinrich

Entry No. 7779.

"Now Comes the plaintiff herein, and the defendant, being in default for answer and demurrer, the Court find that the allegations of the Petition are confessed by him to be true, That the Plaintiff, at the time of filing her Petition had been a resident of the State of Ohio for one year Next preceding the Same, and was at that time a bona-fide resident of this County of Union, and that the parties hereto were Married as in said Petition set forth.

"The Court further find from 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 Anna D. Heinrich and John G. Heinrich be, and the Same is dissolved, and both parties are released from the Obligations of the Same

"It is further Ordered that the care, Custody, Education and Control of the said Mildred H. Heinrich, daughter of the parties hereto be, confided to the said Anna D. Heinrich Exclusively

"It is further ordered, and adjudged that this defendant pay to the Plaintiff as her reasonable Alimony in Money, the Sum of Five Hundred Dollars, payable as follows; To-wit: Three Hundred Dollars payable forthwith; One Hundred Dollars on April 1st 1901, and One Hundred Dollars, on April 1st 1902, and the Same is hereby Made a lien upon all the Real Estate of the said defendant; And in default of any Such payment for three days, Execution is allowed to issue therefor

"It is further considered by the Court, that the said Plaintiff pay the costs of this prosecution

Carter & Porter Attys for Plaintiff

Attest J McConnell Clerk

"Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of Said Court of the Term of April, To-wit on the 4th day of May in the year of our Lord One Thousand Nine Hundred.

"Be it remembered that heretofore, To-wit on the 17th day of March A.D. 1900, Delmer Watrous filed in the Clerks Office of the Said Court of Common Pleas the following Petition against Nellie Watrous To-Wit:

No 7781 Petition

Delmer Watrous
Plaintiff
against
Nellie Watrous
Defendant

Court of Common Pleas, Union County, Ohio.

Petition

"The Plaintiff Says that he has been a resident of the State of Ohio for more than one Year last past, and is at present a bona-fide resident of the Said County of Union.

"That about the 5th day of July, 1890 at Urbana Champaign County, in the State of Ohio he was Married to the defendant, and he has ever since conducted himself toward the Said Nellie Watrous as a faithful, and loving, husband.

"That on, or about, May 1st 1899 the defendant, disregarding her Meritial duties as a wife Wilfully abandoned the the Plaintiff and Eloped with one Harry Guy, and as Plaintiff is advised, and charges, went with Said Guy to Muncie, Indiana, and on Said date, May 1st, 1899, and at Muncie Indiana Commited Adultery with Said Guy, and at other times, and places, commited Adultery with Said Guy, and lived and Cohabited with as his wife:- That the defendant Since May 1st 1899 has at No time been back with Said plaintiff, but during all the time Since Said date, the defendant has been guilty of gross Neglect of duty toward the plaintiff in Wholly disregarding all her duties as a wife to the Plaintiff. All of Said acts of defendant were done and Committed without any fault of the Plaintiff.

"That Since Said Marriage, one Child was born to them Leland L. Watrous Now aged 9 years. The Defendant in her abandonment of Plaintiff, also abandoned her Said Child.

"The Plaintiff therefore prays that he May be divorced from Said defendant and that he have the Care and Custody of Said Child, and that he may have Such other and further relief as in Equity and Justice he May be Entitled to.

Porter & Porter per Plaintiff

"Delmer Watrous, plaintiff herein being Sworn, Makes, oath that the facts, Stated in the foregoing Petition are true as he believes.

Delmer Watrous

"Sworn to by Delmer Watrous before me, and Signed by him in my presence this 17th day of March 1900.

Fee. 40 Cts.

Niels L. Myers
Notary Public Union County, Ohio

Receipe

"To the Clerk:

"Issue a Summons against the defendant directed to the Sheriff of Delaware County, returnable according to law, also Send to Said Sheriff a certified Copy of above Petition to be also Served on the defendant Indorse on Said Summons, action for divorce and funds deposited March 17th 1900

Porter & Porter per Plaintiff

No 7781 Summons.

No 7781 Sheriff Return on Summons.

No 7781 Entry for Decree of Divorce.

"And on the 17th day of March AD 1900. The following Summons was issued by the Clerk of this Court: Directed to the Sheriff of Delaware County, Ohio. To-wit:

No 7781
Summons.

The State of Ohio } Summons in Action for Divorce
Union County ss } "To the Sheriff of the County of Delaware.

"You are commanded to Notify Nellie Watrous that Delmer Watrous has filed, in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a Petition a Copy of Which is herewith Served on her) Charging her with Adultery and Abandonment, and asking that he be divorced from her, and that he may have the Custody of their Child, and for other proper relief.

Said Petition will Stand for hearing during the Term of Said Court next ensuing and Six Weeks from and after the Service of this writ.

"You will Make due return of this Summons on the 26th day of March A.D. 1900

Witness My hand, and the Seal of Said Court at Marysville this 17th day of March A.D. 1900.

(Seal)

J. M. Connell, Clerk of the Court of Common Pleas, Union County, Ohio.

---

"And on the 21st day of March A.D. 1900, the Sheriff of Delaware County, Ohio Made the following return to this office on the above Summons To-Wit:

No 7781
Sheriff Return on Summons.

The State of Ohio } ss
Delaware County }

Sheriffs Return

| Sheriffs Fees | $ | ¢ |
|---|---|---|
| Service | | 27 |
| Copy | | 18 |
| Mileage | | 16 |
| Docket | | 10 |
| Return | | 06 |
| Postage | | 06 |
| Total: | | 81 |

"Received 9. O'clock A. M. on the 20th day of March A.D. 1900. and on the 20th day of March A.D. 1900. I Served the Same Upon the defendant by handing a true Copy Thereof, together with a Certified Copy of the Petition in this Case.

Jacob M. Schaffner Sheriff.

---

On the 4th day of March A.D. 1900. The following Entry for Decree of divorce was filed with the Clerk of this Court, To-wit:

No 7781
Entry for Decree of Divorce.

Delmer Watrous
against
Nellie Watrous

Entry No. 7781.

"Now comes the plaintiff herein, and the defendant being in default for answer, and demurrer: the Court find that the allegations of the Petition are confessed by her to be true. = That the Plaintiff at the time of filing his Petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona-fide resident of this County of Union, and that the parties hereto were Married, as in said Petition Set forth.

"The Court further find, upon the Evidence adduced that the defendant has been guilty of adultery, and that by reason thereof the Plaintiff is entitled to a divorce as prayed for.

"It is therefore ordered and adjudged by the Court, that the Marriage,

Contract heretofore existing between the said Delmer Watrous and Nellie Watrous 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 Lionel L. Watrous, only child of the parties hereto, be confided to the said Delmer Watrous.

"It is further Considered by the Court that the said Delmer Watrous recover from the said Nellie Watrous his costs herein expended

Carter & Carter Attys for Plaintiff

"Attest J. N. Gosnell Clerk.

---

"Pleas, Continued and held at the Court House in Marysville Within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow Judge of said Court, of the Term of April to-wit, on the 19th day of April in the year of Our Lord One Thousand Nine Hundred

Waiver of Process

"Be it remembered that heretofore To-wit: on the 4th day of January, A.D. 1900, John L. Boylan filed in the Clerks office of the said Court of Common Pleas, the following Petition against L. A. Wood et al To-wit:

No. 7751 Petition

John L. Boylan - Plaintiff
vs
L. A. Wood, W. P. Gillilan, John Fairbanks, and Loyd Coburn, Defendants. Trustees of Milford-Center Methodist Episcopal Church, Parsonage Property

No 7751 Entry.

"In the Court of Common Pleas,
Union County, Ohio

"Petition to Quiet Title.

"Plaintiff is in actual possession of the following real Estate Situated in the Village of Milford Center, County of Union, and State of Ohio and known as the M. E. Parsonage "Being all of In Lot No 28 in said Village be the same More or less but subject to all legal highways.

"The plaintiff Says that the defendants are the duly Elected and qualified Trustees of said Milford Center Methodist Episcopal Church Parsonage property. That said Methodist Episcopal Church is a Voluntary Association for religious Worship, and Unincorporated.

"That heretofore To-Wit on January 17th A.D. 1879, S.D. Elliot, A. Boylan, and James Mc. Cloud then acting as Trustees under legal Election and qualification by said Church Society, at a regular Meeting of the Society of said Church held in its usual place of Meeting, pursuant to Notice sent to each Member by resolution of said Society, said Trustees were authorized and Empowered to Sell and did Sell and Transfer, said premises hereto fore described, for the object and purpose of using the proceeds thereof in the purchase and Erection of a New Parsonage property. That said Trustees S.D. Elliott A. Boylan, and James Mc. Cloud, through ignorance of the laws in relation of Conveyancies, such property failed to obtain the order of the Court, authorizing the same. That on the 9th of October, 1879, at a regular Quarterly Conference Convened of said Church in Milford Center: said Quarterly Conference by its proper officers further Confirmed said Sale of January 17, 1879, of said Parsonage property. That upon this Statement of fact the plaintiff herein brings his action.

"Plaintiff prays that the defendants L. A. Wood, N.P. Gillilian, John Fairbanks and Loyd Colburn, Trustees of the Parsonage property of said Society may be compelled to show their interest, if any in said Parsonage property of said Church Society, and that the same may be adjudged to be Null and Void, and plaintiff's title quieted against the same.

F. T. Arthur Attorney.

The State of Ohio, Huron County } ss

"John L. Boylan the Plaintiff being duly Sworn Says the facts and allegations of his foregoing Petition are true as he believes.

John L. Boylan.

"Sworn to before me and Signed in my presence by said John L. Boylan this 6th day of December 1899.

Seal

Chas F. Monroe
Notary Public.

---

Waiver of Process

The Undersigned Named as parties defendants in the foregoing case hereby waive the issuing and Service of process upon them and Enter their appearance to the same.
Dec. 1899.

L. A. Wood — N. P. Gilliame
Loyd Colburn — John Fairbanks.

---

On April 19th A.D. 1900, the following Entry to quiet Title was filed in the Clerks Office to-wit:

No 7751 Entry.

John L. Boylan. Plff
vs.
L. A. Wood, Loyd Colburn, N.P. Gellibran and John Fairbanks, Defts

April 19" 1900.

Entry to Quiet Title

"Now Comes the plaintiff by his Attorney, and the defendants being in default for answer or demurrer, the Court find that the allegations of the Petition are confessed by them to be true. 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 in person, or as Trustees nor any one of them have any Estate 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 John L. Boylan to all and singular the premises in the Petition described, be and the same hereby are quieted as against the defendants, in their own person, or as Trustees, 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 John L. Boylan, his heirs or assigns thereto, and that the defendants pay the costs of this action.

Attest J. N. Gosnell Clerk.

"Pleas. Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow. Judge of said Court of the Term of April. To-wit: on the 4th day of May, in the year of our Lord One Thousand. Nine Hundred.

"Be it remembered that heretofore. to-wit: on the 4th day of. May A.D. 1900. The Marion Manufacturing Company. filed in the Clerks office of the said Court of Common Pleas. the following Petition against Calvin Wolford et al. To-Wit.

No 7792 Petition

The State of Ohio
Union County ss

The Marion Manufacturing Company "Plaintiff
Against
Calvin Wolford and
Abraham Wolford. Defendants

Petition and answer in Cognovit.

In the Court of Common Pleas.

Petition

"The plaintiff says that it is a Corporation duly incorporated under the laws of. Ohio. and doing business at the City of. Marion County of Marion and. State of. Ohio.' = That this action is founded upon a promissory note, of which the following is a copy with all the credits and indorsements thereon.

$148.00

"One year after date for Value received We jointly and severly promise to pay. The Marion Manufacturing Company. (Incorporated). of Marion. Ohio. or Order at Bank of. North Lewisburg. One Hundred and Forty Eight Dollars. with interest at 8 per cent per annum. on all unpaid principal and interest after due until paid. interest to be Computed every year. with 5 per cent Attorney fee if Collected.

"And we hereby authorize and Empower any Attorney at Law. of any Court of Record at any time after the above Note becomes due. to appear for Us. or any of Us Without process in any Court of Record in the State of. Ohio, or Elsewhere. and Confess a Judgment for the said amount. interest and Costs in favor of the payee. legal holder. indorsee. or assignee hereof. and release. all Errors which may occure in the condition of said Judgment. And we also release the right of. Appeal. the Stay of. Execution, and the benefit and privilege to have Exempt from Execution. any personal or real property belonging to us. or either of us at and after the date of. Such judgment, and an Said Attorney is hereby authorized to enter such release in said judgment.

"Witness our hand this 10th day of November, 1896

P.O. North Lewisburg. Ohio

Calvin Wolford
Abraham Wolford

"There are No Credits or indorsments on Said Note

"There is due to Plaintiff from the. defendants on said note the Sum of. One Hundred and Ninety ($190.00) Dollars. which he claims with interest from the 4th day of May A.D. 1900. at 8. per Cent. per annum. and for which with Costs of Suit and 5% attorney fees Plaintiff asks Judgment against the Defendants.

Porter & Porter Attorneys for Plaintiff.

The State of. Ohio. Union County. ss

"Edward W. Porter. one of. the Attorneys for Plff. being Sworn. Says that he is one of the attorneys for the plaintiff in the above Entitled action. that the Petition is founded upon a Written instrument for the payment of Money. only. and said instrument is in his possession and that the plaintiff is a Corporation

No 7792 Answer

No 7792 Entry.

and that the facts Stated and allegations in said Petition are, as affiant believes, true.

Edward E. Porter.

"Sworn to before me, and Signed in my presence this 4th day of May, A.D. 1900.

J. McConnell

Clerk of Court.

---

No 7792
Answer

The Marion Manufacturing Co
Plaintiff.
against
Colvin Wolford and Abraham Wolford
Defendants.

Answer.

"The Defendants, said Calvin Wolford, and Abraham Wolford, by James McCampbell their Attorny, and an Attorny at Law of record in this Court, duly authorized thereto by the Warrant of Attorney Embraced in the Note Sued on in this Suit, and which Note, 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 James McCampbell Said Attorny 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 Said Note in Manner and form as the Plaintiff has in its Petition Set forth, and that the amount due upon Said indebtedness at this day is the Sum of One Hundred and Ninety ($190.00) Dollars bearing interest at 8 per cent per annum and 5% Attorny fees, and therefore for that Sum, with interest from May 4th 1900, 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 proceedings and Said judgment, and all proceedings, petitions, and writs of Error therein

James McCampbell Attorney for Defendant.

---

No 7792
Entry.

The Marion Manufacturing Co
Plaintiff
against
Colvin Wolford and Abraham Wolford - - Defendants

Entry

"Judgment by confession for $190.00 and 5% Attorney fees.

"This day came the Plaintiff by Porter & Porter its Attorneys and filed its Petition against Said Defendants, and thereupon James McCampbell an Attorny at Law of this Court by Virtue of a Warrant of Attorney for that purpose, duly Executed by Said Defendants, Now produced in open Court, proven Shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the Said Defendants, waived the issuing and Service of process, Entered the appearance of Said Defendants herein, and acknowledging that Said Defendants, did owe and were indebted unto the Plaintiff as it has in its Petition Alleged by Virtue of Said Warrant of Attorney, confessed that there was due from Said Defendants to Said Plaintiff on Said indebtedness the Sum of, One Hundred and Ninety ($190.00) Dollars, bearing interest at 8 per cent per annum and 5% attorny fees, and that Said Plaintiff ought to recover of Said Defendants, a judgment for that Sum: It is therefore considered by the Court here that the Said, The Marion Manufacturing Co, Plaintiff do recover of the Said Colvin Wolford and Abraham Wolford, Defendants the Sum of, One Hundred and Ninety ($190.00) Dollars, per annum, and 5% Attorny fees, and also costs in its 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. M Gonnell Clerk.

No 7770 Praecipe for Summons.

Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable Duncan Dow Judge of said Court of the Term of April A.D. 1900 at the 20th day of April in the year of our Lord One Thousand Nine Hundred.

"Be it remembered that heretofore to wit on the 26th day of February A.D. 1900 the Farmers Bank filed in the Clerks Office of the said Court of Common Pleas the following Petition against S.H. Ruhlen, Et al.

No 7770 Petition

The Farmers Bank Plaintiff

VS

S.H. Ruhlen and D.W. Ayers Defendant

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

Petition

"The Plaintiff says that it is a corporation duly incorporated under the laws of the State of Ohio: That this action is founded upon a certain promissory Note for the payment of Money of which the following is a copy.

U.S. 24 ct Int Revd

$1200.

Plain City Ohio Sept. 8th 1899.

Thirty days after date I promise to pay to D.W. Ayers or bearer the Sum of Twelve Hundred Dollars with interest at 8% from date for Value received.

S.H. Ruhlen.

"Said Note is indorsed as follows:- For Value received I hereby guarantee the payment of the within Note at Maturity, or at any time thereafter with interest at the rate of 8 per Cent per annum until paid. Waived demand. Notice of Non payment and protest.

D.W. Ayers.

There are no Credits on said Note.

"Plaintiff is the legal owner and holder of said Note:- There is due from said defendants, S.H. Ruhlen as Maker, and said defendant D.W. Ayers as guarantor on said Note, to said Plaintiff, the Sum of Twelve Hundred Dollars with interest at Eight per cent thereon from September 8th 1899, and for which Sum and interest thereon plaintiff asks judgment against said defendants as aforesaid.

Arthur C. Longbrake Atty for Plaintiff.

No 7770 Sheriffs Return on Summons.

No 7770 Seperate Answer of S.H. Ruhlen.

The State of Ohio, County of Union ss

"Charles W Southard Cashier of said the Farmers Bank "Plaintiff being Sworn Makes oath that the facts Stated in the foregoing Petition are as affiant believes true

Charles Southard

"Sworn to before me by the said Charles W. Southard and by him Subscribed in My presence this 26th day of February, 1900.

J. M Gonnell Clerk of Court

Seal

ed and released.

within and for the
mmon Pleas of the
the Term of April
ine Hundred
February A.D. 1900
ommon Pleas the

nion County, Ohio

bovedation duly
State of Ohio:
e payment of

th 1899.

or Bearer the
he Value received.
Ruhlen.
guarantee the
interest at the
n. payment.
yers.
n Said Note.
is due from
D. W. Ayers
Hundred Dollars
for which Sum
ts as aforesaid.
he Plaintiff.

rmers Bank
he facts Stated

Southard
Sum Subscribed

rk of Court

No 7770
Praecipe for
Summons.

To the Clerk

"Issue a Summons in this case returnable according to law: Indorse amount Claimed $1200. with interest from September 8th 1899 at 8% per annum against S. H. Ruhlen as Maker and D. W. Ayers as guarantor of a Promissory Note for which the plaintiff will take Judgment accordingly if defendants fail to answer.

This 26th day of February, 1900

Arthur C Longbrake
Atty for Plaintiff

---

February 26th A.D. 1900. The following Summons was issued by the Clerk of this Court directed to the Sheriff of Union County, Ohio, To-wit.

No 7770
Summons.

The State of Ohio
Union County } ss

Summons

"To the Sheriff of Union County,

"You are hereby commanded to Notify S. H. Ruhlen and D. W. Ayers, that they have been sued by The Farmers Bank, in the Court of Common Pleas of Union County and Must answer by the 31st day of March A.D. 1900, or the Petition of the said Plaintiff will be Taken as True and Judgment rendered accordingly.

"You will Make due return of this Summons, on the 12th day of March, A.D. 1900,

Witness my hand and the Seal of said Court this 26th day of February, A.D. 1900.

(Seal)

J. McConnell Clerk

---

And on the 3rd day of March A.D. 1900 the Sheriff of said Union County, Ohio Made the following return on the above Summons To-wit.

No 7770
Sheriffs Return
on Summons.

The State of Ohio
Union County } ss

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees: | $ | cts |
| Service & Return | | 65 |
| Mileage | 1 | 92 |
| Copies | | 30 |
| Total | $ 2. | 87 |

"Received this writ February 27th A.D. 1900. at 8. O'clock A.M. and Served Same by delivering a True and Certified Copy of this writ with all of the Endorsements thereon to S. H. Ruhlen, personally, on February 28th 1900. & D. W. Ayers personally, on March 3rd 1900.

J. Ed. Robinson Sheriff.

---

March 3rd 1900. The following Separate answer of S. H. Ruhlen, was filed in the office of the Clerk of this Court, To-wit:

No 7770
Separate answer
of S H Ruhlen.

The Farmers Bank
Plaintiff

vs

S. H. Ruhlen and
D W Ayers. = Defendants

"In the Court of Common Pleas of Union County, Ohio

Separate answer of S. H. Ruhlen

"the Said Samuel H. Ruhlen for his Separate answer to the Petition in this case says, that the Plaintiff ought not to have or Maintain the Said action against him, because he Says: That there was no legal or Valid consideration Whatever for the Note in the Petition Set forth, but the Same was procured from the defendant in Violation of the criminal laws of the State of Ohio. Under the following Circumstances, = This defendant has been a resident of Jerome Township

in this County, and owns lands in both the North and South Precincts in said Township, and also part of his lands in Jerome Township lie in what is known as the Plain City School District. So in making the assessments for his Taxes it Three Tax papers.

"In the year 1897 this defendant Made return of his property, and afterward received a Notice from the County Auditor, that the County Commissioners would Meet and hear Exceptions to returns Made, fixing the date of said hearing.

"Upon receiving the said Notice this defendant came before the board of Commissioners on the date Named, and others appearing at the same time, and it was determined by the Commissioners acting as such board to increase the Taxable Valuation of this defendants property in the Sum of Sixty Dollars. While the Taxable Valuation of the property of Various Other Citizens of said County was increased in much larger Sums.

"This defendant paid his Taxes on this increased Valuation, Making only a Sleight difference in the Taxes to be paid by him.

"Shortly before the Meeting of the September Term of this Court, one Byron Galloway, came to this defendant and Stated that if he did Not Settle Certain Matters of Complaint which the said Galloway claimed to have against this defendant, that he the said Galloway would have this defendant indicted, and Sent to the Penitentiary for Making a false return in his Tax papers; and also Threatened to Sue this defendant for Slander.

"This defendant Says that one W. T. Hoops was then the Prosecuting Atty. of said County, and he was on terms of great intimacy with the defendant, D. W. Ayers, and on the 8th day of September, 1899, the said Hoops and Ayers had a Conversation in which said Hoops informed said Ayers that things were on foot to indict Old Man Ruhlen (Meaning this defendant), and thereupon the said Ayers, came to the residence of this defendant, after dark the Evening of Sept 8th, and said Ayers had with him the Tax papers that had been Made out in the year 1897, and then and there the said Ayers reported to this defendant that Unless he paid a large Sum of Money he would have to be Sent to the Penitentiary; That Galloway was bound he Should go to the Penitentiary, and told this defendant that he would have to pay $2000. to get out of it. = Upon receiving the Statement of said Ayers, this defendant and his wife who was present, became Very Much agitated, and they told said Ayers that there was No Crime Committed in the Tax. Papers, and it had all been fixed up and adjusted. But said Ayers insisted that Innocence Made No difference and that this defendant Must pay Money, or go to the Penitentiary.

"The Manner of said Ayers was demonstrative and Dominant, Wholly overpowering the will of this defendant, and finally, this defendant agreed with said Ayers that he would Meet him in Marysville on the Morning the Grand Jury was to Meet, To-Wit: Sept. 11th 1899.

"This defendant informed the said Ayers that he could not pay all of said Money in currency, but would have to have time on part of it.

"On Monday Morning this defendant came to Marysville as he had agreed, and delivered to the said Ayers the Sum of $800 in Cash, and gave him the Note in the Petition described, Making in all $2000. This defendant Says that on Sunday before the Grand Jury Met, and after this defendant had promised said Ayers to come in on Monday, said Hoops Sought the Sheriff of this County, and insisted that he Should go to Jerome Township Early on the following Morning and have these three witnesses come forthwith

No 7770
Motion.

to testify as he alleged against "Old Man Ruhlen" meaning this defendant) and the said Grand Jury Witnesses were so caused to be brought to Waynesville to be present when this defendant should arive. But no Witnesses were called to testify against this defendant before the said Grand Jury, and no examination was in fact had or held: Said Witnesses so Subpoened were not treated as other Grand Jury Witnesses, but were told to go home. (after said Ayers had received the Note in the Petition set forth, and the $800. in cash paid him by this defendant.

"And afterward to wit: on the Evening of September 13th Said Ayers, with the knowledge and Consent of Said Hoopes went in the Night Season to one John Riley, who was one of the parties Subpoened before the said Grand Jury, and Said Ayers then told Said Riley, that he need not attend as a Witness, that he had Settled the Matter.

"This defendant Says that he had not committed any Crime, and the Show of prosecuting him was all a pretense and a Sham, and was for the purpose of Extorting Money from this defendant, Said Ayers, who had this defendant Completely Under his Control, and whose will dominated the will of this defendant, again on Thursday the 14th day of Sept last demanded of this defendant that he give him another Note for the Sum of $300, and this defendant Not being fully aware of the fraudulent Nature of the transaction did Execute and deliver to Said Ayers another Note for the Sum of $300, which is not yet due, Making in all the Sum of $2300, for which this defendant had given Notes and Money to Said Ayers and for which there was no legal or Valid Consideration.

"This defendant is now 58 years Old, and has a family of Children. He Served three years and four Months in the Union Army, he Never had a Suit in Court before, and when this Trouble came upon him he was taken at a disadvantage, and could not form a deliberate Judgment, or he would not have Executed the Notes and paid the Money Stated herein.

"This defendant therefore prays that he May go hence without day as to the Note in the Petition described, and that he May have judgment against the defendant D.W. Ayers for the Sum of $800, and that upon hearing the said Ayers May be Enjoined from Transferring the said Note of $800, and that he May by the Court be required to deliver up the Same for Cancellation, and for all proper relief.

Robt. McCleary,
Cameron & Cameron
Robinson & Woodburn Attorneys for
Samuel H Ruhlen Defendant.

---

On April 8th 1900, the following Motion was filed with the clerk of this Court To-wit.

The Farmers Bank
Plaintiff
vs
S. H. Ruhlen and
D. W. Ayers = Defendants

No 7770
Motion.

"In the Court of Common Pleas of Warren County, Ohio.

Motion.

"And now comes the said plaintiff, and Moves the Court to render judgment herein on the pleadings herein as prayed for in the Plaintiffs Petition herein for the reason that the answer of said Defendant S. H. Ruhlen does not State facts Sufficient to Constitute a defense to Plaintiffs said Petition

Arthur R Longbrake Atty for Plaintiff.

April 20th A.D. 1900. The following Entry was Made and filed with the Clerk of this Court. To-wit:

No 7740 Petition

No 7770 Entry.

The Farmers Bank
Plaintiff
vs
S. H. Ruhlen and
D. W. Ayers = Defendants

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

Entry

"And now this Cause being heard upon the pleadings filed in the case, and the Motion of the plaintiff for judgment thereon. The Court finds that said Plaintiff is Entitled to a judgment upon the Statements in the pleadings, and that the defendants are indebted to plaintiff in the Sum of Twelve Hundred and Fifty four & 67/100 Dollars.

"It is therefore considered by the Court that the plaintiff recover from the defendants S. H. Ruhlen, as Maker, and D. W. Ayers as guarantor the said Sum of $1254 67/100 with 8% interest from the first day of this Term. To-wit: from April 3rd 1900. Together with its Cost herein expended. Taxed at $ and Execution is awarded thereon.

As to all other Matters this Case is Continued.

Approved by Cameron & Cameron.
A. E. Longbrake Atty for Plaintiff

Attest J. H. Gorsuch Clerk

with the Clerk

in County, Ohio

on the pleadings
plaintiff for
d to a judgment
indebted to
Dollars,
over from the
for the said
Do-writ from
and Execution

Plaintiff

"Pleas Continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Dow, Judge of said Court, of the Term of April Do-writ on the 19th day of April, in the year of Our Lord, One Thousand Nine Hundred.

"Be it remembered that heretofore to-wit: on the 2nd day of December, A.D. 1899, George Beecher filed in the Clerks office of the said Court of Common Pleas the following Petition against Joseph C. Rogers, et al, to-wit:

No 7740
Petition

George Beecher
Plaintiff
VS
Joseph C. Rogers and
Mary Rogers = Defendants

In the Court of Common Pleas, Union County, Ohio

Petition

"Now comes the said Plaintiff, George Beecher, and for Cause of action against the said defendants Joseph C. Rogers, and Mary Rogers, Says:

"That on or about the 5th day of April A.D. 1879, the said defendant Joseph C. Rogers, duly Executed and delivered to him his one Certain promissory Note of that date, for the Sum of Five Hundred and Thirty one ($531.00) Dollars, with interest at the rate of Eight per Cent. per annum, payable annually, of which promissory Note the following is a copy with all credits and indorsments thereon written

$531.00 Copy. Marysville, Ohio April 5th 1879.

Five years after date, I, promise to pay George Beecher or bearer, the Sum of Five Hundred and Thirty-one Dollars, with Eight per Cent per annum, payable annually, for Value received. Joseph C. Rogers.

"From April 5th 1889, this note is to draw 7 per Cent annually.

"That the following Credits are on said Note, to-wit: Dec. 29, 1891, Paid Ten Dollars - May 4th 1894, Paid Fifty Dollars.

"That there are no indorsments on said Note.

"That there is due this plaintiff, from said defendant Joseph C. Rogers the Sum of Five Hundred and Thirty-one Dollars, with interest at the rate of Seven per Cent. per annum, payable annually from the 15th day of November A.D. 1900.

"Second Cause of Action:

"Plaintiff further Says, To secure the payment of said promissory Note above described, and another Note of $1469.00 of like tenor and Effect which last named Note has been satisfied in full by the said defendant, the said Joseph C. Rogers, together with his wife the defendant Mary Rogers, duly Executed, Signed and delivered to this plaintiff, the said Mary Rogers joining with her said husband in the granting part, the signing and acknowledgment thereof, their certain deed of Mortgage, bearing date on the 9th day of June, 1879, and thereby conveyed to this plaintiff, in fee-Simple, freed from all rights, including that of dower, of the said Mary Rogers, in and to the same, the following described lands, Tenements, Situate in the County of Union, in the State of Ohio, and being part of Survey No 3850:= Beginning at a Stake in the Center of the road leading from Marysville to Bellepoint, and being the South-Westerly Corner of a Tract of land by Robert Lakbaugh to Thomas Brown:; thence with said Browns line N. 10 ½ deg. W. 160 poles to a Burr-Oak in the line of Wm McCarty's land; thence with his line N. 84 deg. 30. Min W. 56. poles, and 17 links to two Red Oaks and Hickory, Northwesterly Corner of lands formerly

owned by A. J. Barry; Thence with his line S. 10. deg. E. 156. poles and 23 link to a Stone. N. W. Corner of Rogers land in said road; Thence with said road S. 89. deg. E. 58 poles to the beginning Containing 56 3/8 acres More or less.

"That said deed of Mortgage was delivered to the Recorder in the Recorders office of Said County, for record, according to law, on the, 10th day of June, 1879, at 10, O'clock A.M. and was duly recorded in Vol. 6. Page 49.

"That said deed of Mortgage has a Condition therein written that, in Case the Said Joseph C. Rogers Should pay or cause to be paid each of Said promissory Notes, when and as they respectively become due, then this Said deed of Mortgage Should be Void, otherwise to be and remain in full force and Virtue.

"That the Said Joseph C. Rogers has failed to pay Said first promissory Note or any part thereof, Except the interest to the Said 16th day of November, 1880, at the Same is far past due, whereby Said deed of Mortgage has become absolute, and this Plaintiff Elects to foreclose.

"Wherefore, this Plaintiff ask for Judgment against the Said, Defendant Joseph C. Rogers for the Sum of Five Hundred and Thirty-one Dollars, With interest at the rate of Seven per Cent. per annum, payable annually, from the 15th day of November, A.D. 1880. = Also that premises be Sold, as upon Execution, to Satisfy plaintiffs Said Mortgage indebtedness from the Said Joseph C. Rogers, and the Judgment by plaintiff is to be obtained, that all rights and liens of plaintiff and Margaretta Gee be Marshaled by the Court, and for Costs and all proper relief.

W. W. Merchant Attorney for Plaintiff.

State of Ohio, Union County } ss

"W. W. Merchant being first duly Sworn according to law, Says; That he is the duly authorized attorney of the Said plaintiff in the premises, That Said action is founded upon a written instrument, for the payment of Money, and that Such instrument is in the possession of this attorney, and that the facts Stated, and allegations made, in the above Petition, are true, as he truly believes.

W. W. Merchant.

"Sworn to before me and by the Said affiant, Subscribed in my presence This 2nd day of December, A.D. 1879.

(Seal) J. McConnell Clerk of Court

P. Clerk

No. 7740 Receipt for Summons

"Issue Summons for the defendants, Joseph C. Rogers, and Mary Rogers, his wife to the Sheriff of Union County, Ohio return noble according to law, Indorse Said writ: Action for Judgment, amount Claimed $531.00 with interest at the rate of 7 per cent per annum, payable annually, and for Foreclosure of Mortgage

W. W. Merchant Attorney for Plaintiff.

No 7740 Sheriffs Return on Summons.

On the 2nd day of December, A.D. 1879. the following Summons was issued by the Clerk of this Court, directed to the Sheriff of Union County, Ohio, To-wit:

No 7740. Summons

The State of Ohio, Union County } ss

Summons

To the Sheriff of Union County,

"You are hereby commanded to Notify Joseph C. Rogers, and Mary Rogers his wife that they have been Sued by George Bashor

No 7740 Sheriffs Return on Summons

in the Court of Common Pleas of Union County, and Must answer by the 30th day of December A.D. 1899, 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 11th day of December, A.D. 1899.

"Witness My hand, and the Seal of said Court this 2nd day of December, A.D. 1899.

(Seal)

J. M. Gosnell Clerk

---

." And on December 7th A.D. 1899. The Sheriff of Union County, Ohio, made the following return on the above Summons To-Wit:

No 7740 Sheriffs Return on Summons

The State of Ohio, Union County. ss

Sheriffs. Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | | 65 |
| Mileage | | 48 |
| Copies | | 30 |
| Total | $ 1 | 43 |

"Received this writ Dec. 6th A.D. 1899. at 8. O'clock A.M. and Served Same by delivering a true and Certified Copy of this writ with all of the indorsements thereon to Mary Rogers personally. To Joseph C. Rogers by leaving a copy, at his usual place of residence on Dec. 7th 1899.

J. Ed. Robinson Sheriff.

---

On the 16th day of December, A.D. 1899. the following Summons was issued by the Clerk of this Court, directed to the Sheriff of Union County Ohio, To-wit:

No 7745 Summons

The State of Ohio, Union County ss

Summons

"To the Sheriff of Union County,

You are hereby commanded, to Notify Margaretta Geer that She has been Sued by George Beecher, in the Court of Common Pleas of Union County, and Must answer by the 12th day of January, A.D. 1900, or the Petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

"You will Make due return of this Summons on the 25th day of December, A.D. 1899.

Witness My hand, and the Seal of said Court this 16th day of December, A.D. 1899.

(Seal)

J. M. Gosnell Clerk

---

And on December 22nd 1899 the Sheriff of Union County, Ohio made the following return on the above Summons To-Wit:

No 7745 Sheriffs Return on Summons.

The State of Ohio, Union County ss

Sheriffs. Return

| Sheriffs Fees: | $ | cts |
|---|---|---|
| Service & Return | | 50 |
| Mileage | | 32 |
| Copy | | 15 |
| Total | $ | 97 |

"Received this writ Dec. 18th A.D. 1899. at 8. O'clock A.M. and Served Same by delivering a true and certified copy of this writ with all of the indorsements thereon to Margarette Geer personally on Dec. 20th 1899.

J. Ed. Robinson Sheriff

"December 29th 1899 The following answer of Joseph C. Rogers was filed in the Office of the Clerk of this Court, To-wit:

George Beecher Pltff
vs
Joseph C. Rogers Deft

Court of Common Pleas, Union County, Ohio.

Answer

No 7740 Answer.

"Defendant admits that he executed the Note described in plaintiffs petition for the amount of $531, of date of April 1897, and to secure said Note he gave to and delivered to said plaintiff a Mortgage deed on the real Estate in plaintiffs petition of the same date, of the Note to secure said Note.

"1st Defense = Defendant further answering Says he denies each and every other allegation contained in plaintiffs petition.

"2nd Defense, further answering, Says, as a defense to said Note and Mortgage he pleads the Statute of limitation, as the same has run against said Note and Mortgage. The action was not brought within fifteen years after the right of action accrued.

"3rd Defense = The defendant Says that shortly after the execution and delivery of said Note admitted herein, he paid plaintiff One Hundred Dollars to be applied on said Note as principal but which plaintiff failed to give him credit or apply the same to the payment of said Note which plaintiff agreed to do.

"The defendant therefore prays that the plaintiffs petition be dismissed at plaintiffs Cost, and all proper relief

A. H. Kellogg Atty for Defendant.

State of Ohio Union County: ss:

Joseph C. Rogers being duly sworn says the facts stated and allegations made in the foregoing answer are true as he verily believes.

Joseph C. Rogers.

Sworn to and Subscribed before me, this 29th Day of December 1899.

(Seal)

J. M. Kennedy
Notary Public.

No 7740 Answer and Cross Petition of Margaretta Geer

---

On January 5th A.D. 1900 the following Reply was filed with the Clerk of this Court, To-wit:

Geo. Beecher Plaintiff
vs
Joseph C. Rogers et al Defendants

Common Pleas Court, Union County, Ohio.

No 7740 Reply

Reply

"Now comes the said plaintiff George Beecher, and for reply to the defendants second, in the said answer, Says, that on the 6th day of April, 1899 the said defendant Joseph C. Rogers, settled all accrued interest to that date by giving his certain promissory, note, of that date for the sum of $161.43 and being the same Note Sued on in the case of this plaintiff against the said Joseph C. Rogers in this said Court, and being No 7741, and which was duly credited on said Note set up in this action, and this plaintiff further says, that said defendant, himself, has since made the following payments on said Note, To-wit: On December 29th 1891, the

Sum of $10.00. and on the 4th day of May, 1894. the Sum of $50.00. all of Which was paid by the said defendant himself, and to be applied as a payment on Said Note, and was duly Credited on Said Note with the Consent, and at the order of the said defendant.

"Therefore Said plaintiff Says, that the Said Statute began to Run against Said Note only from the date of the last payment, To-Wit: on the Said 4th day of May, A.D. 1894. and he therefore denies that Said Cause of action is barred by the Statute of limitations.

"Second Cause of Reply.

"In reply to defendants Third Defense. This plaintiff Says that the Credit was duly given on Said Note for the $100.00 so paid by the Said defendant, and it was duly applied on the interest then due, and the balance on the principal.

"Wherefore this plaintiff prays as in his petition Set forth.

W. W. Merchant Attorney for Plaintiff.

State of Ohio
Union County } "W. W. Merchant, being first duly Sworn, according to law, says, that he is the duly authorized Attorney of the plaintiff in the premises, that Said action is founded on a Writen instrument, for the payment of Money, that Such instrument is in the possession of this Attorney, and that the facts Stated and allegations Made in his foregoing reply is true as he Verily believes.

W. W. Merchant.

"Sworn to before Me, and by the Said affiant Subscribed in My presence, this 5th day of January, 1900.

J. McConnell
Clerk of Court

(Seal)

---

On January, 12th A.D. 1900 The following Answer and Cross Petition of Marguetta Geer was filed in the office of the Clerk of this Court, To-Wit:

George. Beecher
Plaintiff
vs
Joseph C. Rogers
Mary Rogers and
Marguetta Geer.
Defendants

No 7740
Answer and Cross Petition of Marguetta Geer

"Court of Common Pleas. Union County. Ohio

"Answer and Cross. Petition of Marguetta Geer.

"Marguetta Geer defendant Say, by way of answer and Cross Petition: That August 30th 1893, Said defendant Joseph C. Rogers duly executed and delivered to her his Certain promissory Note for the Sum of One Hundred Eighty five 67/100 Dollars, with interest at 8 Per cent annually, a Copy of Which with all credits and indorsments thereon Writen

$ 185.67/100

Copy.

Marysville O. Aug. 30th 1893.

"One year after date I promise to pay, to the Order of Marguetta Geer. One hundred. Eighty. five 67/100 dolars Value received with interest at 8 per cent annually.

Joseph C. Rogers.

"That on Said Note are the following Credits.

"February 10th 1895. $30.00
"June 4th 1897 $157.00

"There are no other Credits or indorsments on Said Note.

"There is Now due this defendant, Margretta Geer from Said defendant Joseph C. Rogers, the Sum of $67.00.

"Second. Cause of Action.

"Defendant. Margretta Geer. Says. to Secure Said promissory,

Note aforesaid described. Said defendant Joseph C. Rogers executed Signed and delivered to this defendant, Margretta Geer, his Certain deed of Mortgage of date of or about August 30th 1893. to the lands described in the petition of plaintiff.

"That said deed of Mortgage was delivered to the recorder in the Recorders office of Said County of Union for record according to law, on the 1st day of September, 1893. and was duly recorded in Volume 26. Page 670.

"Said Mortgage deed had a condition written therein as follows; That if the said Note & interest Should be paid then said Mortgage deed to be Void; the said Mortgage deed has became absolute the conditions thereof have been broken.

"Defendant Margretta Geer Says that her Mortgage deed is Second to that of George Beecher who claimes to have the oldest and prior lien on the real estate in his petition described.

"This defendant asks that her said Mortgage May be foreclosed, the said premises ordered to be Sold, and the proceeds arising from Such Sale, after priority of Claim of Plaintiff determined applied to the payment of her Claim, and for Such other relief as She May be entitled to.

State of Ohio } ss
Union County } "Margaretta Geer, being duly Sworn Says the facts Stated and allegations made in the foregoing, answer and cross petition are true as She Verily believes

Margretta Geer.

"Sworn to before me and Subscribed in my presence this 12th day of January, 1900.

J M. Kennedy
Notary Public

---

On January 25th, 1900, the following amended Petition was filed with the Clerk of this Court, To-Wit:

No 7740
Amended Petition.

George Beecher - Plaintiff
vs
Joseph C. Rogers, Mary Rogers and Margretta Geer - Defendants

Court of Common Pleas, Union County, Ohio,

Amended Petition

"Now comes the Said Plaintiff, George Beecher, and having obtained leave of the Court, files this his amended petition herein - Plaintiff Says that on or about the 5th day of April A.D. 1879. the Said Joseph C. Rogers, duly Executed and delivered to him his one Certain promissory Note, of that date, for the Sum of Five Hundred and Thirty one ($531.00) Dollars, with interest at the rate of Eight per cent. per annum, payable annually, of which promissory Note the following is a copy, with all Credits and indorsments thereon.

$531.00 Copy. Marysville, O. Apl. 5th 1879.

"Five years after date I promise to pay George Beecher or bearer the Sum of Five Hundred and Thirty One Dollars, with Eight per cent per annum, payable annually, for Value received.

Joseph C. Rogers.

"That the following Credits are written on Said Note, to wit: Paid the interest for the first year, Paid One Hundred Dollars, January 8th 1881.

Paid the interest for the second year. Paid the interest for the third year the interest all paid till April 5th 1885. Interest paid for 1886. Nov 4th 1889 Received Fifty Dollars ($50.). Interest all Settled with Note to April 5th 1889 Dec. 29th 1891 Paid Ten Dollars. May 4th 1894 Paid Fifty Dollars. ($50).

"From April 5th 1889 this Note is to draw 7 per cent annually.

"That there are no indorsments on said Note; That there is due to this plaintiff on said Note from the said Joseph C. Rogers the Sum of Five Hundred and Thirty-One Dollars, with interest at the rate of Seven per cent. Per annum payable annualy, from the 15th day of November, 1890.

Second Cause of Action:- Plaintiff further Says: To Secure the payment of said Promissory Note above described, and another Note of $146.78cts of like Tenor and Effect. Which last Mentioned Note has been fully Satisfied, by the said defendant the said Joseph C. Rogers, Together with his wife the said Mary Rogers the defendant duly Executed and Signed, and delivered to this plaintiff the said Mary Rogers joining with her said husband in Signing and acknowledgment thereof. Their one certain deed of Mortgage, bearing date on the 9th day of June, 1879. and thereby Conveyed to this plaintiff, in fee Simple, freed of all rights, including that of dower, of the said Mary Rogers, in and to the same, the following, described lands, Tenements, and hereditaments, Situate in the County of Pinon, in the State of Ohio- and being part of Survey No 3350.

"Beginning at a Stake in the Center of the road leading from Marysville to Bellepoint and being the Southwesterly corner to a tract of land Sold by Robert Ashbaugh to Thomas Beeson; Thence with said Beesons line N. 10½ deg W 160 poles to a Bur-Oak in the line of Wm. M. McAdays land: Thence with his line N. 84 deg and 30 Min. W. 56 poles and 17 Links to two Red-Oaks and a Hickory, North-Westerly Corner of lands formerly owned by A. J. Barry; Thence with his line S. 10. deg. E. 156 poles and 23 links to a Stone N.W Corner of Rogers land in said road; Thence with said road S. 89 deg. E. 58 poles to the beginning. Containing 56 and ⅜ Acres More or less.

"That said deed of Mortgage was delivered to the Recorder in the Recorders Office of said County, for record, according to law, on the 10th day of June 1879. at 10. O'Clock A. M. and was duly recorded in Vol. 16, Page 49. of the record of Mortgages.

"That said Mortgage has a Condition therein written, that in case the said Joseph C. Rogers Should pay, or Cause to be paid each of said Promissory Notes, When they became due, then this deed of Mortgage Should be Void. Otherwise to be and remain in full force and Virtue

"Plaintiff further Says, that the said defendant Joseph C. Rogers, has failed to pay said first Mentioned promissory Note, Nor any part thereof Except the interest to the said 15th day of November 1890, altho the Same is far past due, Whereby said deed of Mortgage has become absolute, and this plaintiff elects to foreclose.

"Wherefore this plaintiff asks judgment against the defendant Joseph C. Rogers, for the Sum of Five Hundred and Thirty-One Dollars, with interest at the rate of Seven per cent. per annum, payable annually, from the 15th day of November, 1890.- Also that the said defendant, Margaretta Geer, be required to Set up the Nature and amount of her claim, that the premises be Sold, as upon Execution, to Satisfy plaintiffs said Mortgage, indebtness from the said defendant, Joseph C. Rogers, and the Judgment.

by plaintiff So to be obtained. That all rights and liens of the Plaintiff and the said Margaretta Geer be Marshalled and determined by the Court, and for Costs and all proper relief

W. W. Merchant Attorney for Plaintiff.

State of Ohio
Union County } ss

"W. W. Merchant being first duly Sworn according to Law. Says that he is the duly authorized attorney of the plaintiff in the premises that said action is founded upon a writen instrument for the payment of Money, and that Such instrument is in the possesion of this attorney, that the facts Stated and allegations made in the above amended petition are true as he verily believes

W. W. Merchant.

"Sworn to before me, and by said affiant Subscribed in my presence this 23rd day of January, 1900.

J. M. Sowell
Clerk of Court

(Seal)

---

"February 21st A.D. 1900 the following amended answer of Joseph C. Rogers, was filed with the Clerk of this Court, To-wit:

No 7740
amended answer

George Beecher Plff.
vs.
Joseph C. Rogers
Mary Rogers and
Margretta Geer; Defts

Court of Common Pleas, Union County, Ohio.

No. 7740
amended Reply

Amended Answer.

"Now comes the Said Defendant Joseph C. Rogers, having first obtained the leave of the Court, files this his amended answer herein.

"Defendant admits that he executed the Note described in plaintiffs petition for the amount of $531.00 of date of April 1879, and to Secure Said Note he gave to and delivered to Said plaintiff a Mortgage deed on the Real Estate described in plaintiffs petition of the Same date of the Note to Secure Said Note.

"Defendant Says as his first defense, that he denies each and Every other allegation Contained in plaintiffs petition

"Second Defense:- Defendant further answering, Says, as a defense to Said Note, and Mortgage, he pleads the Statute of limitation, as the Same has run against Said Note and Mortgage:- The action was not brought within fifteen years after the right of action accrued, and No Credits Made on Said Note until after the Expiration of fifteen years after due.

"Third defense:- The defendant Says that about two weeks after the Execution and delivery of Said Note, admitted herein he paid plaintiff as admitted by plaintiff in his amended petition, one hundred dollars to be applied on Said Note as principal, but plaintiff failed to give him credit or apply the Same to the payment of Said Note, until after the Expiration of fifteen years after Said Note became due.

No 7740
Entry

"Fourth defense- Defendant Says that he denies that he paid any interest the Second year, or that he paid any interest the Third or any interest up to April 5th, 1886, or for the year 1886, or paid fifty dollars as alleged in the petition of the plaintiff, or that he Settled all or any interest to April 5th 1889, with Note or any other evidince of indebtedness.- Defendant further denies that he paid to plaintiff, December 29th 1891, Ten Dollars, or paid to plaintiff, May 4th 1894, fifty Dollars to be applied on Said Note, alleged in Petition of the plaintiff.

"The Defendant asks that plaintiffs action against him be dismissed, and that he may go hence without day, and recover of plaintiff his costs.

State of Ohio Union County, ss:

"Joseph C. Rogers being Sworn says, the facts Stated and allegation Made, in the foregoing, answer, are true as he Verily, belives.

Joseph C. Rogers.

"Sworn to, and Subscribed before me this 21st day of February, A.D. 1900.

J. W. Litton
Notary, Public

(Seal)

On April 19th 1900, the following, Amended Reply, was filed with the, Clerk of this Court, To-wit:

George Beecher
Plaintiff
VS
Joseph C. Rogers Et. al,
Defendants.

Court of, Common, Pleas, of Union County, Ohio,

Amended, Reply

No. 7740
Amended Reply

"Now comes the said plaintiff, and first having obtained Leave of Court, files this his reply,

"First reply, = Plaintiff denies that the Statute of limitation has run against Said Note and Mortgage, and denies that the Same are barred by the lapse of time, and that fifteen years has not, Elapsed Since the last payment, or the last Several payments has been Made on Said Note, He therefore denies Each allegation in defendants Second defense.

Second cause of reply: = Plaintiff denies Each and Every allegation in Said answer, Not Specifically admitted, = Wherefore plaintiff prays as in his petition Set forth.

W. W. Merchant Atty. for Plaintiff.

State of Ohio
Union County ss

"George Beecher, being first duly Sworn, Says that the facts Stated and allegations Made in his above reply, are true as he verily believes,

George Beecher.

"Sworn to before me and by the Said Affiant Subscribed in my presence this 19th day of April, 1900

April 19th 1900, the following Entry was filed with the Clerk of this Court, To Wit:

No 7740
Entry

George Beecher,
Plaintiff
VS.
Joseph C Rogers, et al
Defendants

Common, Pleas Court, Union County, Ohio,

Decree,

"This Cause Now coming on for hearing, Was Submitted to the Court, on the Petition, answer, Cross-Petition of, Margaretta Geer, and the reply to the answer of, Joseph C Rogers, and on Consideration thereof, the Court, find on the issues joined for the plaintiff, and that there is due the plaintiff from the defendant, Joseph C. Rogers, on the promissory Note Set forth

in the petition with interest to the 19th day of April, 1900, the Sum of Five Hundred and Thirty three and 47/100 ($533.47) Dollars.

"The Court further find that in order to Secure payment of said Note, and another Note which has been fully Satisfied, the said defendants Joseph C. Rogers, and Mary Rogers, his wife executed and delivered to the said George Beecher, plaintiff their Certain deed of Mortgage in the petition described, and on the premises therein described; That said Mortgage was duly recorded in Vol. 16, Page 49, of the Records of Mortgages of Union County, and is a good and Valid first Lien on the premises described in the petition, and that the Conditions of said Mortgage have been broken.

"The Court further find that there is due the defendant, Margaretta Geer, on her answer and Cross Petition and Note Set up therein the Sum of $68.00, and that the Mortgage herein Set forth in her said answer and Cross-petition, was given to Secure it.

"It is therefore adjudged and decreed, that unless said defendant, Joseph C. Rogers, shall within Five days from the Entry of this decree pay, or Cause to be paid, to the Clerk of this Court the Costs in this case and to the plaintiff and to the defendant, Margaretta Geer, the Sum so found due them as aforesaid, with interest at the rate of Seven per Cent from the said 19th day of April, 1900, the defendants Equity of Redemption be foreclosed, and that premises be Sold and that an order of Sale issue therefor to the Sheriff of Union County, Ohio, directing him to Appraise, Advertise and Sell said premises as upon Execution, and report his proceedings to this Court for further order.

A. H. Kellogg Atty for J. C. Rogers,
And Margaretta Geer.

Approved, Dec. Judge

---

No 7740. Receipt for Order of Sale

On April 26th 1900, The following Precipe for order of Sale was filed in the Office of the Clerk of this Court, To-Wit:

George Beecher, Plff.
vs
Joseph C Rogers, et al
Defts.

Court of Common Pleas, Union County, Ohio
Marysville 4th 26th 1900.

"Issue order of Sale in the above Case Sheriff Union County. Issue April 26th 1900, returnable according to law.

W. W. Merchant Attorney for Defendant

---

No 7740 Order of Sale

On the 26th day of April A.D. 1900, the following order of Sale was issued by the Clerk of this Court, directed to the Sheriff of Union County this To. Wit

The State of Ohio
Union County ss

Order of Sale.

"To the Sheriff of said County, Greeting:

"Whereas at a Court of Common Pleas holden at the Court House in Marysville, in said County of Union, on the 19th day of April 1900, George Beecher obtained a judgment and decree against Joseph C. Rogers et al, for the Sum of Five Hundred and Thirty Three 47/100 Dollars, and Thirteen 59/100 Dollars Cost of Suit.

"And Whereas it was then and there by said Court ordered, adjudged

and decreed that the said Joseph G. Rogers within five days from the 19th day of April A.D. 1900. pay unto the said George Beecher the said Sum of Five Hundred and Thirty three and 47/100 Dollars, with interest from the 19th day of April 1900 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 Five Hundred and Thirty three and 47/100 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 in Union County, Ohio. To-Wit:

"And part of Survey No. 3350:= Beginning at a Stake in the center of the road leading from Marysville to Bellepoint, and being the Southwesterly corner of a tract of land by Robert Ashbaugh to Thomas Brown: Thence with Browns line N. 10½° W. 160. Poles to a Bur. Oak, in the line of Wm McCarty's land: Thence with his line N. 84°30' W. 56. Poles and 17 Link to two Red Oak, and Hickory Northwesterly Corner of lands formerly owned by A.J. Barry: Thence with his line S. 10°. E. 156. Poles and 25. Links to a Stone, NW Corner of Rogers land in said road: Thence with said road S. 89°. E. 58. Poles to the beginning. Containing 56 3/8. 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 Appraise to Sale the above described Real Estate, under the Statute regulating Sales on Executions, and that you apply the proceeds of such Sale in Satisfaction of Said judgment and decree, with Costs and interest, as Specified therein: and that you Make report of your proceedings herein to our Court of Common Pleas within Sixty Days from the date hereof, and bring this order with you.

"Witness My Signature as Clerk of our said Court of Common Pleas, and the Seal of Said Court at Marysville, Ohio 26th day of April A.D. 1900.

J.H. Gonnell Clerk
By Robt McCleary, Deputy.

April 28th 1900 The Sheriff Made the following return on Order of Sale, To-wit:

Sheriff's Return

The State of Ohio } ss
Union County }

"In obedience to the Command of the Order of Sale hereto annexed I did on the 26th day of April, 1900, Summons George Schoenlebe J.S. Schiderer and Dyer Reed three disinterested free-holders residents of said County, who were by me duly sworn to impartially Appraise the lands and tenement therein described upon actual View and afterward on the 26th day of April 1900, said Appraisers returned to me under their hand and seals that they did upon actual View of the premises, estimate and Appraise the real Value in Money of the Same at Twenty Eight Hundred and Sixteen 89/100 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,

April 28th 1900 Received of Joseph G Rogers $859 48/100 being in full of Judgment, Cost and interest and this writ returned by order of Plaintiffs Attorney

J. Ed Robinson Sheriff

Attest-J.H. Gonnell Clerk

| Sheriffs Fees, | $ | ¢ |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum Appraisors | 1 | 00 |
| Swearing Appraisors | | 25 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Writing Notice | | 25 |
| Mileage 44 miles | 5 | 17 |
| Return | | 25 |
| Total | $ | 70 |
| Appraisors fees | 3 | 00 |

"Pleas Continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan, Dav, Judge of Said Court of the Term of April, To-wit on the 19th day of April in the year of Our Lord, One Thousand Nine Hundred,

"Be it remembered that heretofore To-wit: on the 2nd day of December A.D. 1899 George Beecher filed in the Clerks office of the Said Court of Common Pleas the following Petition against Joseph C Rogers, To-wit:

No 7741 Petition

George. Beecher: Plaintiff
Vs
Joseph C. Rogers, Defendant

Court of Common Pleas Union County, Ohio
Petition

"Plaintiff Says: That on or about the 5th day of April A.D. 1889 the Said defendant, Joseph C. Rogers, duly Executed and delivered to this plaintiff his one Certain promissory Note of that date for the Sum of One Hundred and Sixty-one and 43/100 Dollars, with interest at the rate of Seven per Cent. per annum, payable annually, of which promissory Note the following is a Copy, with all Credits and indorsments thereon, To-wit:

$161 43/100 Copy. Marysville O April 5th 1889.

"One year from date I. promise to pay to George Beecher, the Sum of One Hundred and Sixty one Dollars and Forty Three Cents, for Value received with 7. per Cent interest, payable annually.

Joseph C. Rogers.

"That there are No Credits nor indorsments on Said Note.

"That Said Note is far past due and unpaid. That there is due to this plaintiff from Said defendant, Joseph C. Rogers the Sum of One Hundred and Sixty-one and 73/100 Dollars, with interest at the rate of Seven per Cent. per annum, payable annually from the Said 5th day of April, 1889.

"Wherefore this plaintiff asks Judgment against the Said defendant Joseph C. Rogers, for the Sum of One Hundred and Sixty-one and 43/100 Dollars with interest at the rate of Seven per annum, payable Annually, from the 5th day of April A.D. 1889 and for Costs.

W.W. Merchant, Attorney for Plaintiff

State of Ohio
Union County ss

"W.W. Merchant being first duly Sworn, according to law, Says, that he is the duly authorized Attorney of the plaintiff in the premises, that the pleading herein, is founded upon a written instrument for the payment of Money, and Such instrument is in the possession of this affiant, that the facts Stated and allegations made in the foregoing petition, are true as he verily believes

W.W. Merchant,

"Sworn to before Me, and by the Said W.W. Merchant Subscribed in my presence this 2nd day of December, A.D. 1899.

Seal

J. H. Gosnell
Clerk of Court

No 7741 Receipt for Summons

To the Clerk-

"Issue a Summons for the Said defendant Joseph C. Rogers, to the Sheriff of Union County, Ohio, Returnable according to law; Indorse Said writ Action for Money only, Amount Claimed, One Hundred and Sixty-One and 73/100 Dollars, with interest at the rate of Seven per Cent. per annum payable annually from the 5th day of April A.D. 1889 and for Costs.

W.W. Merchant Attorney for Plaintiff

No 7741 Summons.

No 7741 Sheriffs Return on Summons

No 7741 Answer.

No 7741 Amended Petition

"December 2nd 1899. The following Summons was issued by the Clerk of this Court and delivered to the Sheriff of Union County, Ohio - To-wit:

No 7741
Summons.

The State of Ohio, Union County } ss

Summons

"To the Sheriff of Union County:

"You are hereby Commanded to Notify Joseph C. Rogers that he has been Sued by George Beecher in the Court of Common Pleas of Union County and Must answer by the 30th day of December, A.D. 1899, 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 11th day of December, A.D. 1899.

"Witness my hand and the Seal of said Court, this 2nd day of December, A.D. 1899.

(Seal)

J. M. Connell Clerk

---

"On December 7th A.D. 1899, the Sheriff of Union County, Ohio Made the following return on the above Summons, To-wit:

No 7741
Sheriffs Return on Summons

The State of Ohio, Union County } ss

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees | 1 | 25 |
| Service & Return | | 50 |
| Mileage | | 48 |
| Copy | | 15 |
| Total | 1 | 13 |

"Received this writ Dec. 6th A.D. 1899 at 8. O Clock A.M. and Served Same by delivering a true and Certified Copy of this writ, with all of the endorsements thereon to Joseph C. Rogers by leaving at his usual place of residence a true Copy of this writ on Dec 7th 1899.

J. Ed Robinson
Sheriff

---

December 29th 1899. the following Answer was filed in the Clerk Office To-wit:

No 7741
Answer.

George Beecher Plff
vs
Joseph C. Rogers Deft } Court of Common Pleas, Union County, Ohio.

"Defendant Says:

In answer to the petition of the plaintiff, that he denies each and every allegation therein contained

A. H. Kallenbach Atty.

State of Ohio, Union County } ss

"Joseph C Rogers being first duly Sworn according to law, "Says, the facts Stated and allegations Made are true as he believes

Joseph C. Rogers.

"Sworn to and Subscribed in My presence this 29th day of December, 1899

J. M. Kennedy
Notary Public.

(Seal)

---

On February 21st 1900: The following amended answer of J. C. Rogers was filed with the Clerk of this Court, To-wit:

No 7741
Amended Petition

George Beecher, Plff.
vs
Joseph C. Rogers Deft } Court of Common Pleas, Union County Ohio

Amended Answer

Now Comes the said defendant Joseph C. Rogers

having first obtained leave of the Court, files this his amended answer herein,

"The said Joseph C. Rogers for his first defense alleges that he did not make Sign and deliver the promissory note in the petition described, and denies each and every allegation in said petition contained.

"Defendant for his Second and further defense alleges that said note in plaintiffs petition described was wholly without consideration.

"Wherefore defendant prays the petition of the plaintiff be dismissed with his costs, and all proper relief.

A. H. Kollafrath Atty. for Deft.

No 7782
Petition.

State of Ohio
Union County } ss

"Joseph C. Rogers being first duly Sworn, Says the facts, and allegations Made are true as he Verily believes.

Joseph C. Rogers,

"Sworn to before me, and Subscribed in my presence this 21st day of February, A.D. 1900

(Seal)

J. W. Tellers
Notary Public.

---

"April 19th, 1900. The following Entry was filed with the Clerk of this Court. To-wit:

No 7741
Verdict
Entry

George Beehm
vs
Joseph C. Rogers

Verdict of Jury.

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

(1) John Merriott, (2) O.C. Murphey, (3) Samuel Culbertson, (4) H.O. Reahard, (5) Richard Mayfield (6) John Daughery, (7) J.O. Philips (8) Warren Harris, (9) Nick Stiffler, (10) W.R. Henderson, (11) W.W. Epps, (12) Thos. Lowell, who were duly impanneled and Sworn according to law, and therefore 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 Said Jury, in Open Court with their Verdict in writing Signed by their foreman, and Say, We the Jury find, on the issues joined for the plaintiff and assess his damages at Three Hundred and Twenty three Dollars, and Eighty Cents, ($323.80)

Signed John A Philips Foreman.

---

No 7741
Judgment
Entry

"April 19th 1900. The following judgment Entry was filed with the Clerk of this Court. To-wit:

George Beehm
vs
Joseph C. Rogers

Entry

"The Jury in this action having on a former day of this Term rendered a Verdict for the Plaintiff and assessed his damages at Three Hundred and Twenty Three and 80/100 dollars, and no Motion for a new trial having been Made,

"It is therefore Considered by the Court that the said plaintiff recover from the said Joseph C. Rogers the said Sum of Three Hundred and Twenty three Dollars and Eighty Cents ($323.80) together with his costs herein Expended.

Attest J. M. Gosnell Clerk

"Plas 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 Doe, Judge of Said Court, of the Term of April, 99-nit; on the 30th day of April in the year of our Lord, One Thousand Nine Hundred,

"Be it remembered that heretofore 99-nit, on the 19th day of March A.D. 1900, Aaron B. Robinson Executor, filed in the Clerks Office of the Said Court of Commn Pleas, the following Petition against: James Wallace, Kennedy, et.al. 99-nit;

No 7782
Petition.

Aaron B. Robinson, Executor
of James W. Robinson, Deceased
Plaintiff

VS

James Wallace Kennedy,
Harold Kennedy, Fannie B.
Kennedy, Alice Kennedy and
James E. Robinson Defendants

Court of Common Pleas of Union County, Ohio.

Petition.

"The Plaintiff, A.B. Robinson says he is the duly Appointed and qualified Executor of the last will and Testament of James W. Robinson, deceased, and is now engaged in the distribution of Said Court,

"That Said James W. Robinson died on the, 28th day of June, 1898, in the County aforesaid, and his last will and Testament (a copy of which is hereto attached) was duly admitted to Probate in the Probate Court of Said County, on the 16th day of July, 1898,

"That Said will among other things provides, as follows;

Item 6. I give to James Wallace Kennedy Son of My Niece, Fannie Kennedy, One Thousand dollars to be Expended in his Education - but if he Should die before he is Old Enough to receive a College Education I give half of the Same to his brother, Harlow Kennedy, for the Same purpose, and on the Same conditions, and if he also dies before he is Old Enough to receive Such Education I give of it the Sum of two Hundred dollars to My Niece, Fannie Belle Kennedy,

"Item 7. I give to Alice Kennedy, daughter of Addie Kennedy, My Niece the Sum of three Hundred dollars if She lives long Enough to Expend the Same in her Education and to be Expended in that way, and I give to My Nephew, James E. Robinson the Sum of Five Hundred dollars, but there Shall be deducted from this the amount which he owes me represented by his Note and written order, and the interest thereon,

"Item 9. = I wish to remark that I know I am quite Considerably in debt and that it is not in my power to estimate closely what My Estate will amount to owing to the Shrinkage of Value, and for that reason I Modify the foregoing to this Extent Viz; the legacies and provisions of the first Seven Items are to be paid in full and if by any Means there Should Not be Enough to pay Items 8 and 9, they Shall be paid pro rata, but I hope there will Still remain a Residue after the payment of all these items,

"That in Item 6. by Harlow, is Ment Harold Kennedy

"That the debts of Said Estate are paid and provided for by cash less than two hundred dollars, in liligation

"That there is Enough of Said Estate to pay all legacies and quite a large amount to be distributed Under the last bequest Item. 11,

"That Said James Wallace Kennedy, and Harold Kennedy and Alice Kennedy are Minors under the age of 14, years, and that J. Charles Kennedy is the father of James Wallace and Harold Kennedy, and the Husband of Fannie, and Walter Kennedy is the father of Alice Kennedy, and Husband of Addie Kennedy,

"The plaintiff says a difference of opinion exists as to the Construction of Items 6. and 7.

"The Plaintiff Claims and therefor Suggests that the legacy of One Thousand dollars to James. Wallace Kennedy is Made Solely for his Education and that until he has attained the age to receive a College Education the legacy is not payable or due, and is conditioned upon the fact of his living to an age when he can acquire a College Education.

"It is contended however that Said legacy is unconditioned and is now due.

"The Same may be Said of Item 7. as to Alice Kennedy that the legacy of Three Hundred dollars is payable only when She attains an age in which the Money can be, and is her Education.

"The Plaintiff further Says there is a controversy in regard to the Construction of the will relative to the bequest to James. E. Robinson in this, that the Said Will gives to Said James E. Robinson, Five Hundred dollars, but that there Shall be deducted therefrom the note and order of Said James. E. Robinson with the interest thereon.

"Said Note reads as follows $180.00 Marysville, Ohio March 4th 1892,

"On demand I promise to pay James W. Robinson, One Hundred and Eighty Dollars Money advanced in my Education

Signed James E. Robinson.

"Plaintiff Claims that in Estimating the amount due Said James E. Robinson by reason of Said legacy, that he Should charge Said legatee with interest on Said $180.00 Note from its date March 4th 1892, which is claimed by the legatee. that the Note being payable on demand, and no demand having been made he is not chargable with interest on Said Note

"Plaintiff is unable to Settle Said Estate, and unable to Execute Said trust until these disputed questions are Settled by an order of this Court,

"Whereupon Plaintiff asks that Said defendants may be required to answer and Set up any Claims they may have under Said will, or otherwise in regard thereto, that the Same may be determined and Settled, and that the Court give Judgment and direction in regard to the true Construction of Said Clauses of Said will, and as to what plaintiffs duties are in the premises, and for all proper relief.

A. B. Robinson,
Executor of James W. Robinson

The State of Ohio } ss
Union County }

"A. B. Robinson being first duly Sworn, Says that the Statements of the foregoing Petition are true as he believes.

A. B. Robinson

"Sworn to before me and Subscribed in my presence, this 19th day of March, 1900,

(Seal)

J. M. Gossett
Clerk of Court.

Clerk.=

No 7782, Precipe for Summons

Issue Summons for James Wallace Kennedy and James E. Robinson and Hannie B. Robinson, directed to the Sheriff of Union County, Ohio

A. B. Robinson.

No 7782 Copy of Will

Copy of Will of James W. Robinson.

"I James W. Robinson of Marysville Ohio, do Sound health and Memory, do hereby revoke my former will, and make this my

truction of Items

, One Thousand
eation, and that
egacy is not
to an age when

and is now due.
e Legacy of Three
wish the Money

d to the Construction
s, that the said
that there shall
, with the interest

th 1892,
ne Hundred and

bin son,
id James E.
id Legatee with
h is claimed by
having been

Last Will and Testament.

"Item 1. I wish all of My debts honestly paid, and as promptly as possible, and for this purpose I authorize the Executors of My will to Sell at public, or private Sale as they think best all of My property, Real or Personal which may not be otherwise disposed of in this will, and to Compromise, Collect and Settle all Claims due to me or from me, and if Notes not due can be Sold or disposed at reasonable rates, I authorize them to make Such Sales, or discounts, and if I fail to place a family Monument upon My Lot in Oakland Cemetery to Mark the family resting place of our Uncles parts I wish My Executors to place such a Monument in Such Style and at Such Cost as they may think Suitable.

"Item 2.

"I give to my wife Mary E. Robinson in lieu of Dower, and all other Claims or interest in my Estate to live and control as long as She lives and remains My Widow my present Homestead in Marysville, Ohio including all the household goods and Library and property used in the house as our home Except as Shown hereinafter designate. — And also the Sum of four hundred dollars per year to be paid as follows Viz: one half in thirty days and one half at the End of Six Months from My death and two hundred dollars Every Six Months thereafter as long as She remains my Widow, and in case She remains I would wish that two two Hundred dollars a year be paid her as long as She lives, and if She Should prefer not to occupy the Homestead as her home I then wish her life Estate therein to terminate, and She be paid in lieu thereof as long as She lives and remains My Widow, One Hundred dollars per annum Making $500— per annum.

"Item 3.

"I give the Piano to My Bro. A.B. Robinson as it was a gift by him to my daughter, but if he does not wish to have it and My wife would like to have it remain in the house I wish he may leave it in the house for her use for at least a few years

"Item 4

"I give to my two Sisters the painting of My father So long as Either of them live, and at their death it Shall be given to Alfred James Robinson if living and if not then that it be given to Wm the Son of My Brother Robert, — at the death of My wife all the household goods and other property left to her during her life, I wish disposed as follows. To-wit: I wish Either Brothers or Sisters to have at Cost, pictures Books or other property of the Value of Five dollars or more as an heir loom, or Memento Except that I give to Sara Chapman her Choice of two of the Steel Engravings, and to Kizzie the Next two of the Engravings and the Engraving of My self I give to Alfred James Robinson, and in making distribution I give to the Executor of my will the absolute authority to make this distribution, and I give to John H. Kinkade Dewy Liggett, James, Fredrick Kinkade, Roberta Robinson, and Mary E. Slater Each the same right in the distribution as to My Brothers and Sisters — My object being to give these things to those who might take them as Memento

"Item 5

"I give to My Nephew Alfred James the Son of My Brother A.B. Robinson One Thousand dollars to be Expended upon his Education, and I hope he may receive a Collegiate Education — but if I Should Expend that Sum, or a part thereof on his Education while I live, I reduce the Thousand dollars to that Extent.

"Item. 6.

I give to James Wallace Kennedy Son of My Niece, Jannie Kennedy,

One Thousand dollars to be Expended on his Education, but if he Should die before he is old Enough to receive a College Education, I give half of the Same to his Brother Harlow Kennedy for the Same purpose, and on the Same Conditions, and if he also dies before he is old Enough to receive Such Education I give of it the Sum of two Hundred dollars to my Niece, Fannie Belle Kennedy.

"Item 7:

I give to Alice Kennedy daughter of Addie Kennedy My Niece the Sum of three Hundred dollars if She lives long Enough to Expend the Same in her Education and to be Expended in that way— and I give to My Nephew. James E. Robinson the Sum of Five Hundred dollars, but there Shall be deducted from this the amount which he owes Me represented by his Note and written Order, and the interest thereon.

"Item 8:

"I give to the University located at Wooster, Ohio, the Sum of Ten Thousand dollars to be and in whatever Manner, the Trustees of that Institution may think best for that Institution of learning and Christian Culture— but if it Should be Satisfactory to Said Trustees, I would like that a perpetual Scholarship be granted to the President of the University to be known as the Alice Scholarship, in Memory of My daughter Alice, which Should Entitle any of her kindred to have (one at a time) free Tuition in the College, Course perpetually.

No 7782
Waiver

"Item 9:

I give the Presbyterian Church of Marysville, Ohio, One Thousand dollars to aid in the payment for a parsonage for the use of the Pastor of Said Church, provided Said Church Shall raise by good Subscription, and purchase a Parsonage of the Value of Twenty Five Hundred Dollars, and provided it Shall be done in five years from my death— and I give to Said Church the further Sum of One Thousand Dollars to aid in the Erection and Completion of an addition to its present Church Building, and at its North End for Sunday School, and other purposes, provided Such addition Shall be Made in Ten years from my death, but No interest Shall be paid on these items, until the improvements alluded to are completed— and I give also to Said Church the additional Sum of One Hundred Dollars to be paid Twenty dollars a year for five years to buy good Books for the Sunday School of that Church.

No 7782
Summons.

"I wish to remark that I know I am quite Considerably in debt, and that it is not in my power to Estimate Closely what my Estate will amount to owing to the Shrinkage of Values, and for that reason, I Modify the foregoing to the Extent Viz: the legacies and provisions of the first Seven items are to be paid in full, and if by any means there Should not be Enough to pay items 8 and 9, they Shall be paid pro rata, but I hope there will Still remain a residue after the payment of all these items.

"Item 10:

No 7782
Sheriff's Return on Summons,

"The rest and residue of My Estate if any there remain I dispose of as follows; To-Wit: I give to My Brother A. B. Robinson the Sum of Fifteen Hundred Dollars for the Support of himself and his family and not for any debts if he Should owe any, and the Sum of One Hundred dollars to Each of the following persons, Viz: Anna Chapman, Teresa Leiggett, John H Kinkade and Fredrick Kinkade, and to Each of My Brothers and Sisters, Excepting of A. B. Robinson, the Sum of Five Hundred Dollars, and if there be not Enough to pay them in full then that they be paid pro rata "

"Item 11.

"If there Still remains a residue of My Estate I give Such residue to my Next of kin according to the laws of Ohio.

Item 12.

I Appoint My Brother A. B. Robinson and my dear wife Mary E. Robinson the Executors of My Will authorizing them to Sell by Public or Private Sale any of my property, real or personal on Such length of time and on Such terms as they think best and to give good and Sufficient Deeds of Conveyance for all lands Sold the Same as I could have done if living, and I require them out of My Estate to pay the Taxes on My homestead for ten years if Said property Should so long remain unsold.

"In Testimony Whereof I. hereto Set My hand and Seal
This 25th day of December, 1896
J. W. Robinson (Seal)

Attest.
Walter G. Pullington
J. S. Wilkins.

---

No 7782
Waiver

"I hereby waive the issuing and Service of Summons in this case and hereby Enter my Appearance herein
March 14th 1900
James E. Robinson

---

No 7782
Summons.

March. 23rd 1900. The following Summons was issued by the Clerk of this Court directed to the Sheriff of Union County Ohio-To-Wit:

The State of Ohio } ss
Union County } Summons

"To the Sheriff of Union County.

"You are hereby Commanded to Notify Jamis B. Kennedy and James Wallace Kennedy a Minor under the age of 14 years that they have been Sued by Aaron B. Robinson in the Court of Common Pleas of Union County, and Must answer by the 21st day of April. A.D. 1900 or the petition of the said plaintiff will be taken as true, an judgment rendered accordingly.

"You will Make due return of this Summons on the 2nd day of April A.D. 1900
Witness My hand and the Seal of Said Court this 28th day of March. A.D. 1900.
(Seal) J. M. Bonnell Clerk

---

No 7782
Sheriffs Return on Summons,

March 24th 1900. The Sheriff of Union County Ohio made the following return on the above Summons To-Wit:

Sheriffs Return

The State of Ohio } ss
Union County }

"Received this writ Mar. 24th A.D. 1900 at 8. O'clock A.M. and Served Same by Delivering a True and Certified copy of this writ with all of the endorsements thereon to Jamis B. Kennedy and James Wallace Kennedy personally. James Wallace Kennedy being a Minor Under 14 years of age, and having no guardian a copy was personally handed his Father J. G. Kennedy Under whose care and guidance he now is all on March 24th 1900.

J Ed Robinson
Sheriff

| Sheriffs Fees. | $ | cts |
|---|---|---|
| Service & Return | | 80 |
| Mileage | | 16 |
| Copies | | 45 |
| Total | 1 | 41 |

---

"On April 30th 1900 the following Entry was filed with the Clerk of this Court, to-wit.

No 1782 Entry

Aaron B Robinson Executor Plaintiff
vs.
James Wallace Kennedy et al Defendants

In the Court of Common Pleas of Union County, Ohio

Entry

"Appointment of Guardian - ad. Litem,

"It appearing, that the defendant James Wallace Kennedy is a Minor, Under the age of fourteen years, and has been duly Served with Summons herein, on Motion of the plaintiff J. L. Kennedy is hereby appointed Guardian per the Suit for said Minor, and appears and accepts Such Appointment.

---

April 30th 1900. The following Entry was filed with the Clerk of this Court to-wit,

No 7782 Entry

Aaron B. Robinson: Executor
vs
James Wallace Kennedy Et. al

Entry

"This day this Cause Came on to be heard and was Submitted to the Court, and the Court being fully advised in the Premises, finds that the Note referred to in Item Seven of the Will of James W. Robinson "deceased" Should Should draw interest from its date,

"It is therefore adjudged, Ordered and decreed by the Court, that said Executor in paying the legacy to James E. Robinson as described in Said will in Item Seven, Shall deduct from the amount of Said legacy, the face of Said Note, and interest thereon from the date thereof, Together with the amount of Said order, and the interest thereon from date:-

"the Court further find that Item Six of Said will gives to the defendant, James Wallace Kennedy, One Thousand Dollars to be used in a College Education the Same to draw interest from July 16th 1899 one year after the date of the Probate of Said will, and that he is entitled to the use of no part of it until he has attained an age to reclaim a College Education, and that if he dies before the Money has been So Expended in his College Education, his Brother Harold Kennedy is to have five Hundred dollars, of the amount So given, to be Expended in a College Education for him, and the balance of Said legacy Shall then revert to the estate of Said Testator,

"And if the Said Harold Kennedy, Shall die before Said Five Hundred dollars, Shall be Expended in a College Education for him, the Money So given for his Education Shall revert to Said Estate leave only two Hundred dollars, which Shall in that Event be paid Fannie Kennedy, the Mother of Said James William and Harold Kennedy,

"It is Therefore Considered, Ordered, adjudged, and decreed by the Court, that Said Executor pay to the Said James Wallace Kennedy for the purpose of a College Education to be given him when he Shall have attained an age to receive the Same the Sum of One Thousand dollars, with interest from July 16th 1899 (one year from the probate of the Said will,) but that if the Said James Wallace Kennedy Shall die before he receives Such Education, that Said legacy, and the interest thereof, or So much of it as has not been So Expended Shall revert to Said Estate, Except that five Hundred dollars of it Shall then be paid to Harold Kennedy for his Education if living

"And if the said Harold dies before the said Five Hundred dollars shall have been expended in his Education, all of said legacy shall then revert to said Estate except Two Hundred dollars which shall in that Event be paid to Fannie Kennedy Mother of said James Wallace Kennedy.

"It is further found by the Court that said Testator by Mistake used the name Harlow Kennedy when in fact Harold Kennedy, Brother of James Wallace Kennedy, and that said Harold Kennedy is the beneficiary of said legacy contained as aforesaid in case of the death of James Wallace Kennedy,

"And for the purpose of carrying out the provisions of said Item Six of the said will of James W. Robinson "deceased" it is further ordered by the Court that J. Charles Kennedy Father of said James Wallace Kennedy and Harold Kennedy be and he is hereby made the Trustee of said fund of One Thousand dollars to hold and invest the same, and at the proper time to Expend the same as herein directed, and in all respects to carry out the conditions of said Item Six as construed by the Court herein, and to Execute the order of this Court in regard to this fund, and to give bond in the sum of two Thousand dollars to the Satisfaction of this Court, for the faithful Execution of said Trust.

"It is further ordered that said Plaintiff pay the Cost of this proceeding Taxed at $---

"Thereupon Plaintiff and defendant each gave Notice of Appeal

Attest J. M. Gorrell Clerk

A. B. Robinson.
Cameron & Cameron

"Pleas Continued and held, at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable Duncan Doo, Judge of Said Court, of the Term of April, D-nit. on the 9th day of April in the year of our Lord, One Thousand Nine Hundred,

"Be it remembered that heretofore to wit: on the 3rd day of February A.D. 1900, Ettie Leeper filed in the Clerks Office, of the Said Court of Common Pleas the following Petition against Harry W. Leeper to-wit:

No 7761 Summons

Ettie Leeper - Plaintiff
against
Harry W. Leeper
Defendant.

Court of Common Pleas, Union County, Ohio.
Petition

No. 7761 Petition

"Ettie Leeper, the above named plaintiff, Says that She is an actual resident of Said County of Union: and that She has been a bona-fide resident of the State of Ohio, Continuously, for Twenty and More years, last past,

"That She and the defendant, Harry W. Leeper, were Married to Each other on or about the 20th day of November, A.D. 1896, at Broadway, O. and that there is now living, One Child, the issue of Said Marriage Pearl Leeper, aged three years, old; That She has always Conducted herself as a true and faithful wife to the Said, Harry, W. Leeper.

"That the Said Harry W. Leeper has been wilfully absent from her for three years last past, without any cause or provocation on her part,

"That the Said defendant, Harry W. Leeper, is guilty of gross Neglect of duty, in this, that he has failed to provide for her or for his infant daughter, Pearl, Leeper, the Common Necessaries of life, for the whole time that he has been thus absent, and by reason thereof, She has been Compelled, to go out to work to Support herself, and his Said infant daughter, for the whole of, Said period,

"Wherefore, this plaintiff prays that She be adjudged and decreed a divorce from her Said husband, Harry W. Leeper, and that the bonds of their Said Marriage, may be absolutely dissolved; that She be decreed the Custody of their Said Child, Pearl, and for all Costs and a reasonable Attorney fee and for all proper relief,

W. W. Merchant her Attorney,

No 7761 Sheriff Return on Summons

No 7761 Entry

State of Ohio, Union County } ss

"Ettie Leeper the above named plaintiff being first duly Sworn Says, that facts Stated and allegations made are true as She Verily believe

Ettie Leeper.

"Sworn to before me and Subscribed in my presence this 3rd day of Feb. A.D. 1900,

J. M. Gosnell
Clerk of Court."

No 7761 Receipt for Summons.

To Clerk.

"Issue Summons, for the defendant with copy of petition to the Sheriff of Union County, Ohio, returnable according to law, Indorse Said writ, "Action for Divorce, and Custody of Minor Child,

W. W. Merchant Attorney for Plaintiff.

February, 6th 1900, the following Summons was issued by the Clerk of this Court, and delivered to the Sheriff of Union County, Ohio D-nit-

...urtain and for the
...n. Pleas of the State
...Term of April D-mt.
...ded,
...bruary A.D. 1900,
...as the following

...Ohio.

...says that the
...Union: and that
...per Twenty and

...ed to Each other
...and that there
...aper, aged
...ue and faithful

...en per three years

...et of duty, his
...ther. Pearl.
...has been thus
...to work to Support

...decreed a
...bonds of their
...ed the custody
...ttorney fee

...Attorney.

...first duly
...ons made on the
...Leeper.
...this 8th day of
...Gaswell
...Clerk of Court."

...to the Sheriff
...the said writ.

...Plaintiff.

...by the clerk
...this D-mt

No 7761
Summons

The State of Ohio } ss
Union County }

Summons in Divorce

"To the Sheriff of Union County.:

"You are hereby commanded to Notify Harry W. Leeper that Ettie Leeper 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 Wilfull absence for three years and gross neglect of duty, and asking that She be divorced from him, and that She be decreed the custody of their child and for other proper relief: Said petition will stand for hearing, during the Term of Said Court, next ensuing, and Six weeks from and after the Service of this writ:

"You will make due return of this Summons on the 19th day of February A.D. 1900,

"Witness my Signature as Clerk of our Said Court of Common Pleas and the Seal of Said Court at Marysville this 6th day of February, A.D. 1900.

(Seal)

J. M. Gaswell Clerk

---

"On February 10th A.D. 1900, The Sheriff Made the following return on the above Summons To-wit:

Sheriffs Return

No 7761
Sheriff Return on Summons

The State of Ohio } ss
Union County }

"Received this writ Feb. 8th A.D. 1900, at 2. O' clock P.M. and Served Same by personally handing Harry W. Leeper a true Copy of this writ together with a certified Copy of Petition on the 10th day of February, 1900.

J. Ed Robinson
Sheriff.

| Sheriffs Fees | 8 | 00 |
|---|---|---|
| Service & Return | | 65 |
| Mileage | 1 | 44 |
| Copy. | | 15 |
| Total. | 2 | 24 |

---

April 9th 1900, The following Entry was filed with the Clerk of this Court to wit:

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

No 7761.

Divorce

No 7761
Entry

Etta Leeper.
vs
Harry W. Leeper.

"And Now Comes the Said plaintiff by W. W. Merchant, Attorney, and the defendant having been duly Served with Summons and a Copy of the Petition herein, the Court find that the allegation thereof are confessed by him to be true:= The Court also find that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceeding the 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 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 Ettie Leeper and Harry W. Leeper 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 Pearl Leeper, daughter of the said parties hereto, be Until the further order, Confided to the said Ettie Leeper.

until further order of this Court.

"The Court further find Alimony for the said Ettie Leeper plaintiff in the Sum of Two Hundred dollars, and the Court awards judgment in said amount of Two Hundred dollars against the defendant the said Harry W. Leeper. and Execution is awarded.

"It is further considered by the Court that the said Ettie Leeper recover from said Harry W Leeper Costs herein Expended. and it is ordered that the said defendant pay the Costs of this prosecution. and Execution is awarded.

---

On April 21st A.D. 1900 The following Motion was filed with the Clerk of this Court. to-wit:

No. 7761

Motion

Etta Leeper
vs
Harry W. Leeper

No 7761
Motion

Now comes the defendant. Harry W. Leeper. by his Attorney. and Moves the Court to Set aside the decree rendered in the above case. as to the Alimony. against said defendant

Robinson & Woodburn Attorneys for Defendant

Attest J. M. Gosnell Clerk.

---

"Pleas Continued and held at the Court House in Marysville. within and for the County of Union. in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable. Duncan Dow. Judge of said Court of the Term of April. to-wit. on the 4th day of May. in the year of our Lord. One Thousand Nine Hundred.

"Be it remembered that heretofore. to-wit. on the 17th day of November. A.D. 1899. The following Transcript was filed in the Clerks office of the said Court of Common Pleas again. E. G. Piper. to-wit:

No 7750
Transcript

D. C. Noyes
against
E. G. Piper.

A Kunnigter Justice of the Peace.

Case No 61. Milford Center Sept 9. 1899. The plaintiff filed his Bill of Particulars in substance as follows:

| | | |
|---|---|---|
| Aug. 30 1899 To 276 Shocks Corn @ 4½ | | 12,32 |
| Extra Horse Hire | | 60 |
| | | 13,10 |
| Cash | | 8,00 |
| Bal | | 5,10 |

"Issued Summons & order of attachment. Oct. 9th to returnable Oct. 16th 1899, at 8. A M. and delivered the Same for Service to Myron Gabriel Constable.

"Writ returned. Oct. 13th 99. as follows: Received this order. Oct 10/99. I went to the place where the defendants property described in the annexed inventory and appraisement was found. and there at 2. O. clock P M. of said day in the presence and hearing of Joseph C. Wood and Edward Miller Two. Creditable

person did declare by virtue of this order I attached said property at the suit of D.C. Meyers and did then and there attach it and I there with Joseph E. Ward and Edward Kibbe two free holders of the County of Lorain after administering to them an oath duly to inventory and appraise said property, make a true Inventory and appraisement of said property, Being all that was, and said inventory and appraisement signed by me and said Free Holders named, and returned with this order.

Myron Gabriel Constable,

"Received Summons Oct 8th 99. 1899

"Received this Ox 10 Oct, 12th 99. Served the Same on defendant by leaving a Certified Copy thereof with the defendant personally.

Myron Gabriel Constable

"Saturday Oct 14th 99. issued Subpenas & to following witness for the Plaintiff James Mitchell, David McClarnd, Geo. Strang, John Alder & Ed Converse

"Oct 16" 99. day set for trial both plaintiff and defendant appeared, and by mutual agreement the Case was adjourned to Oct 18th 99. at 8. A.M.

Oct 18th 99. date of trial Motion was filed by defendant asking to discharge the order of attachment for insufficient grounds in affidavit.

Motion

D.C. Meyers
vs
E.G. Peper.

"Before J.A. Kinnington Said Justice of the Peace,
Lorain Township, Lorain County, Ohio.

Motion to discharge attachment.

"Now Comes the defendant E.G. Peper, and Moves the Court for an order discharging the attachment heretofore allowed and issued and for Cause says,

"first that the affidavit in Said Case filed and upon which is based the issuance of Said attachment is insufficient in this To-wit: That it does not State facts in Support of the Statement in the affidavit Made, That the defendant is about to Convert his property or a part thereof and Money, for the purpose of placing it beyond the reach of his Creditors; Second that the grounds Stated in the Said affidavit as the grounds upon the attachment in this is untrue;

"Motion was argued by defendants Counsel & the defendant and Geo. Strang was put upon the Stand in Support of Said Motion

"Motion was overruled and Exception taken to the ruling"

"The Defendant refused to go into Trial or rend refused to Confess Judgment for any amount whatever; I was therefore Compelled to render Judgment by default; = I therefore Consider that the plaintiff in this Case D.C. Meyers is justly Entitled to recover from the defendant E.G. Peper The Sum of Five & 70. and the Costs Taxed at Thirteen Dollars and 70

John A. Kinnington Justice of the Peace.

Appeal Bond was filed Oct. 19th 8 A.M. & Appealed.

The State of Ohio
Township of Lorain
County of Lorain

"I do hereby Certify that the within and foregoing is a full and Correct Transcript from my docket of the proceedings had by and before me in the above Entitled Case, and of the Costs therein as it appears

in Docket Lorain Page 61

Witness my hand this 9th day of November 1899.

J.B. Kinnington Justice of the Peace

January 13th 1900. The following Motion was filed with the Clerk of this Court

To wit.

State of Ohio } ss
Union County }

Court of Common Pleas

No 7750
Motion

Appeal

D.C. Noyes
vs
E.G. Reper.

Before J.R. Imin P.C.

"And now comes the said Plaintiff, D.C. Noyes. the Appellee and by his Attorney J.V. Stewart Moves this court to Strike said appeal from the files of said Court. they not being in accordance with the Revised Statute of Ohio or within the Jurisdiction of said Court of Common Pleas

J.V. Stewart Atty for Appellee.

No 7750
Receipt

January 27th 1900. The following Entry was filed in the Clerks office To-wit.

D.C. Noyes. Plaintiff
vs
E.G. Reper: Defendant

Court of Common Pleas. Union County. Ohio.

Entry

No 7750
Entry

"This day this Cause came on to be heard upon Motion made by Plaintiff to Strike papers from the files. was argued by Counsel and Submitted to the Court.

"Whereupon on consideration. and the Court being fully advised in the premises do overrule said Motion.

"Whereupon the Plaintiff asked leave to file pleading within twenty days which was by the Court accordingly granted.

D.C. Reper per Defendant
J.V. Stewart Atty per Plff

February. 9th 1900. The following Petition was filed with the Clerk of this Court. To-wit.

Court of Common Pleas.

State of Ohio } ss
Union County }

No 7750
Petition

Appeal

No 7750
Sheriffs Return
of Summons

D.C. Noyes
vs
E.G. Reper

"And now comes the plaintiff. D.C. Noyes. and Complains of the defendant. E.G. Reper. and Says: That Under a Contract duly made and entered into between the said plaintiff and said defendant

"The said D.C. Noyes. Plff. cut and put up as per agreement 276. Shocks of Corn at 4½ cts per Shock.

"By said agreement the defendant was to furnish plaintiff with dinner and a horse and buggy to ride to and from work. and furnish feed for said horse:

"The plaintiff also Complaines that said defendant did not furnish said horse and buggy. as per agreement and asks Judgment therefor. as per bill of Particulars Subscribed herewith: To Cutting and Shocking. 276. Shocks of Corn at 4½ cts $12.00. Noise Hire. 60. Total labor and horse hire $13.10

Received of defendant Cash 8.00

leaving a balance due $5.10

and unpaid and to this the plaintiff makes oath. and asks judgment for the same with Costs

David C. Noyes.

No 7750
Motion to
discharge
Attachment

k of this Court

ellie and by his
aid appeal from
Statute of Ohio

lle.

ffice Co-wit:

Ohio.

on Motion Made
sel and Submitted

ised in the

within County

ant
Plff

Clerk of this

mplaint of the
act duly made
Said Defendant
reement 276,

ff with dimen
s per Said here:
rnish Said
as per bill of
G. Shocks of
$ 13.10
50
$ 5.10
he judgment
es.

"Sworn to Before Me and Signed in my presence this 6th day of February, A.D. 1900.
J.A. Kinnington Justice of the Peace.

February. 9th 1900. The following Precipe for Summons was filed with the Clerk of this Court. To-Wit:

Court of Common Pleas

No 7750
Precipe

D C Noyes
vs
E G Piper

Appeal

The Clerk of Court will issue Summons on the said case returnable according to law.

J V Steward Atty for Plff.

February. 9th 1900 The following Summons was issued by the Clerk of this Court directed to the Sheriff of Union County. Ohio. To-Wit:

The State of Ohio
Union County } ss

Summons

To the Sheriff of Union County:

"You are hereby commanded to Notify E. G. Piper that he has been Sued by D C Noyes in the Court of Common Pleas of Union County. Ohio and Must answer by the 10th day of March A.D. 1900. or the petition of the said plaintiff will be taken as true, and Judgment rendered accordingly

You will Make due return of this Summons on the 19th day of February, A.D. 1900.

Witness my hand and the Seal of said Court this 9th day of February, A.D. 1900

(Seal)

J. M. Gormley Clerk

February. 13th 1900. The Sheriff of Union County. Ohio. made the following return on the above Summons To-wit:

No 7750
Sheriffs Return
& Summons

The State of Ohio
Union County } ss

Sheriffs Return

| | | |
|---|---|---|
| Sheriffs Fees | 1 | 45 |
| Service & Return | | 50 |
| Mileage | 1 | 12 |
| Copy | | 15 |
| Total | $1 | 77 |

"Received this writ February. 10th A.D. 1900 at 8. O. Clock A.M. and Served same by delivering a true and Certified Copy of this writ with all of the Endorsements thereon to E.G. Piper personally on February. 13th 1900.

J. Ed Robinson Sheriff.

April 3rd 1900. The following. Motion to discharge Attachment was filed with the Clerk of this Court. To-Wit:

No 7750
Motion to
discharge
Attachment

D. C. Noyes,
vs
E.G. Piper } Court of Common Pleas. Union County. Ohio.

"Now Comes E.G. Piper. the defendant herein, and Moves the Court here for an order discharging the attachment herein before allowed and issued and for Cause Says:

"First:- That the affidavit Made in Support of the attachment herein is insufficient in this to wit: that it does not State facts in Support of the Charge in said affidavit. To-wit

"That the defendant is about to convert his property or a part thereof into Money for the purpose of placing it beyond the reach of his Creditors

Second= That the grounds on which the attachment herein was issued are Untrue

L. Piper Attorney for the defendant. E. G. Piper

"May. 4th 1900 The following Entry was made and filed with the Clerk of this Court To-wit:

Court of Common Pleas. Huron County, Ohio

No 7750 Entry

D. C. Noyes. Plaintiff
Vs
E. G. Piper. Defendant

Entry

"This day this Cause came on to be heard upon Motion of the defendant to discharge the attachment in this case. Was argued by Counsel and Submitted to the Court,

"Whereupon the Court being fully advised in the premises, do Sustain Said Motion,

"It is therefore by the Court ordered that Said attachment be and the same is hereby discharged; and it is further by the Court, Ordered that the plaintiff pay the costs of Said Attachment in this Case accrued Taxed to $14.75

"And this Cause coming on further to be heard upon the pleadings, and the defendant being in default for answer and Demurrer; the Court find the allegations of the Petition are confessed to be true, and the Court find that the defendant is indebted to the plaintiff. D. C. Noyes. in the Sum of $85.00 with interest from. October 18th 1899.

"It is therefore by the Court Considered, and adjudged that the plaintiff D. C. Noyes. Recover from the Said defendant the Said Sum of $85.00 and his costs in this behalf Expended Taxed to. $8.35

L. Piper Attorney for Defendant
J. V. Stewart Atty for Plff.

Attest J. M. Gorsuch Clerk

No 7788 Petition

No 7788 Receipt for Summons

"Pleas. Continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio. before the Honorable Duncan Dow Judge of Said Court of the Term of April. to-wit: on the 8th day of June in the year of our Lord. One Thousand Nine Hundred.

"Be it remembered that heretofore. to-wit, on the. 20th day of March A.D. 1900. Ida L Childs filed in the Clerks Office of the Said Court of Common Pleas the following Petition against John R. Childs. to-wit.

Ida L Childs
Plaintiff
VS
John R. Childs
Defendant

No 7788
Petition

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 Said County of Union

"On the 22nd day of September, 1881. She was Married to the defendant. to 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: Pearl aged 16 years. Ethel aged 13. years, and Frank aged 8. years

"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 gross Neglect of duty toward Plaintiff in that he has wilfully failed and Neglected for More than three years last passed, to provide her and them Said Children with Sufficient food and Clothing. and for the Six Months last passed he has not contributed any thing toward her Support.

"Plaintiff had a long Severe Sickness during the Winter of. 1899. lasting for Many Weeks. during which time Defendant Neglected to properly care for her. and She was left almost entirely upon the Charity of friends

"Plaintiff Says that for More than three years last past. She has been employed to do Sewing and Work by the day and seek for Others to Support herself and Said Children

"Wherefore the Plaintiff prays that She may be Divorced from the Said Defendant that She may have the Care and Custody of the Said Children. and for Such other and further relief as in Equity She may be entitled to.

J L. Jolliff Attorney for Plaintiff

The State of Ohio. Union County ss.

"Ida L. Childs being first duly Sworn Says the facts Stated in her foregoing Petition are true

Ida L. Childs

"Sworn to before Me. and Signed in My presence this 18th day of March. 1900.

R G. Cook
Notary Public.

---

No 7788
Precipe for Summons

"To the Clerk.

"Issue Summons and Copy of Petition to Sheriff of Champaign County Ohio. returnable according to law

J. L. Jolliff
Attorney for Plff.

---

"March. 20th 1900. The following Summons was issued by the Clerk of this Court. directed to the Sheriff of Champaign County Ohio. To-wit:

The State of Ohio } Summons in action for Divorce
Union County ss } "To the Sheriff. of Champaign County.:

"You are commanded to notify John P. Childs. that Ida L. Childs has filed in the Office of the Clerk of the Court of Common Pleas of Union County and State of Ohio. a Petition (a copy of which is herewith Served on him) Charging him with gross neglect of duty and asking that she be divorced from him. and that she may have the care and Custody of said 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 2nd day of April A.D. 1900.

"Witness my hand and the Seal of Said Court at Maynard. This 20th day. of March. A.D. 1900.

J. Maxwell. Clerk of the Court of Common Pleas. Union County. Ohio.

(Seal)

March 27th 1900. The Sheriff of Champaign County. made the following return on the above Summons. To. wit:

No 7783 Sheriffs Return

| Sheriffs Fees | $ | cts |
|---|---|---|
| Service | | 25 |
| Petition Return | | 25 12 |
| Mileage | 7 | 14 |
| Postage | | 02 |
| Total. | $ 7 | 68 |

"Received 8. O'clock A.M. on the 28th day of March A.D. 1900. and on the 27th day of March A.D. 1900. I Served the Same upon the defendant John P. Childs by handing him personally. a true Copy. thereof together with a certified Copy of the Petition in this Case.

S. W. Mean Sheriff
By. G. S. Evans. Deputy.

No 7776 Petition

June 8th 1900. The following. Entry was filed with the Clerk of this Court To-wit:

Court of Common Pleas. Union County. Ohio.

Ida L. Childs. Plaintiff
vs
John P. Childs. Defendant

No 7783 Entry

"Here Comes the plaintiff, and the defendant having been duly Served with Summons. and a Copy of the petition herein. and having failed to appear. the Court find that the defendant is in default for answer and demurrer to said Petition. and find the allegations thereof are confessed by defendant 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 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 Ida L. Childs. and John P. Childs. be and the same hereby is dissolved. and both parties are released from the

obligations of the same.

"It is further ordered that the Custody, Care, Education and Control of the said Children of the parties hereto be until further order Confided to the said Plaintiff as formerly. And the defendant is hereby enjoined from interfearing in any manner with either of said Children, or with the Plaintiff in her Custody of them, and from Visiting said Children until further order of this Court.

"It is further Considered by the Court that the said Plaintiff recover from the said Defendant her Costs herein expended.

J L. Jolliff Atty for Plff.

Attest J. W. Gorsuch Clerk

---

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable D. Duncan Dow, Judge of said Court, of the Term of April. To-wit: on the Eight day of June in the year of Our Lord Nineteen Hundred.

Be it remembred that heretofore To-wit on the 6th day of March A. D. 1900 William Jolliff filed in the Clerks Office of the said Court of Common Pleas the following Petition against Minnie R. Booth et al To-wit:

No 7776
Petition

William Jolliff. Plaintiff
vs.
Minnie R. Booth, Vina McFadden, Victor Wood a minor over 14 years of Age, Gray May Wood and Della Wood Minors under 14 years of age Defendants

The State of Ohio, Union County, S. S.

Petition for Partition

Your Petitioner William Jolliff of Union County and State of Ohio respectfully represents to the Court and says that the plaintiff, together with the said Minnie R. Booth who resides in Delaware County Ohio, and the said Vina McFadden who resides in Holmes County, Ohio, Victor Wood, Gray May Wood and Della Wood who reside in Union County, Ohio, are seized of an estate in fee simple, as tenants in common in the following lands and tenements situate in the said County of Union and State of Ohio, and bounded and described as follows:

Being part of Survey No. 3691 in the Military District, beginning at a White Oak and Red Oak N. E. corner to the said Survey, Thence N. 83 degrees W. 79 poles to a White Oak and two Hornbeams, Thence S. 8 deg. W. 142 poles to a stake in the center of Bokes Creek, thence easterly with the meanderings of said Creek to a stake in the East Original line of said Survey being also the N. E. corner of Robert Mashill's land, thence with said Original line N. 8 degrees E. 198 1-2 poles to the beginning containing Ninety Six Acres and fifty two poles.

Your Petitioner further represents that he has a fee simple estate by devise from his father Peter Jolliff, in said premises, being the undivided one Seventh part thereof, and an estate by purchase being the undivided Ninety five thirty Sixths (25/36) part thereof, and an estate by inheritance being the undivided one forty second part thereof.

That said Minnie R. Booth has an estate in said premises by devise from her

Grand-father Peter Jolliff, being the undivided one forty-second part thereof, and an estate by inheritance being the undivided second part thereof, and an estate by inheritance being the undivided one two hundred and fifty second part thereof.

That the said Vina Mc Faddon has an estate in said premises by devise from her Grand-father Peter Jolliff, being the undivided one forty second part thereof, and an estate by inheritance being the undivided one two hundred and fifty second part thereof.

That the said Victor Wood has an estate in said premises by devise from his Grand-father Peter Jolliff, being the undivided one forty second part thereof, and an estate by inheritance being the undivided one two hundred and fifty second part thereof.

That the said Troy May Wood has an estate in said premises by devise from her Grand-father Peter Jolliff, being the undivided one forty-second part thereof, and an estate by inheritance, being the undivided one two hundred and fifty second part thereof.

That the Said Della Wood has an estate in said premises by devise from her Grand-father Peter Jolliff, being the undivided one forty-second part thereof, and an estate by inheritance being the undivided one two hundred and fifty second part thereof.

That the said Peter Jolliff died on or about Dec 14th 1896.

Your petitioner further avering says that the said Victor Wood is a Minor over 14 years of age and that the Said Troy May Wood and Della Wood are minors under 14 years of age all of whom have no legal Guardian.

Therefore, your petitioner, desiring to hold his said interest in severalty, prays that your petitioners interest in said premises may be set off to him in severalty; and if the same cannot be done without manifest injury then that said premises be sold, as other order taken, pursuant to the statute in such case made and provided.

J. L. Jolliff
Attorney for Plaintiff.

No 7776
Summons.

The State of Ohio, Orrin County, ss.

William Jolliff being duly sworn says that he is the plaintiff in the foregoing petition and that the facts set forth in said petition are true as he verily believes

Wm Jolliff.

Sworn to before me and signed in my presence this 3rd day of 1900

R. G. Cook.
Notary Public.

No 7776
Precipe

Precipe:

To the Clerk.

Issue Summons for Minnie R. Cook directed to the Sheriff of Delaware County, returnable according to law.

Issue Summons for Vina Mc Faddon directed to the Sheriff of Holmes County, returnable according to law.

Issue Summons for Victor Wood a minor over 14 years of age and Troy May Wood and Della Wood Minors under 14 years of age directed to the Sheriff of Orrin County, returnable according to law

J. L. Jolliff
Attorney for Plaintiff.

The following Summons was filed the 12th day of March A. D. 1900.

No 7776
Summons.

No 7776.
Summons

Summons.

The State of Ohio, Orrin County.

To the Sheriff of Orrin County.

You are hereby commanded to notify Victor Wood, a minor over 14 years of age, and Troy May Wood and Della Wood Minors under 14 years of age that they have been sued by

William Jolliff. in the Court of Common Pleas of Union County and must answer by the 7th day of April A. D. 1900. or the petition of the said plaintiff will be Taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 19th day of March. A.D. 1900.

Witness my hand and the seal of said Court. this 6th day of March A. D. 1900.

J. N. Goodell. Clerk.

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

Sheriff's Return.

| | | |
|---|---|---|
| Sheriff's Fees. | | |
| Service and Return | | 70 |
| Mileage | 4 | 80 |
| Copies. | | 60 |
| Total. | $ 6. | 10 |

Received this writ March 8th A.D. 1900. at 8 o'clock A.M. and send same by Delivering a true and Certified Copy of this writ with all the endorsements thereon to Victor Wood. Grey May Wood nee Della Wood Personally on March 9th 1900. Grey May Wood nee Della Wood being Minors under 14 Years of age. and having no Guardian I send a Copy of this Writ by Personally handing the Same to John Wood their father under whose Care and Guidance they now are on March 9th 1900.

J. Ed. Robinson
Sheriff.

The following Summons was issued by the Clerk of the Court on the 19th day of March A.D. 1900 To the Sheriff of Delaware County.

Summons

No 7776. Summons.

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

You are hereby commanded to notify Minnie R. Booth that she has been sued by William Jolliff in the Court of Common Pleas of Union County and must answer by the 7th day of April A.D. 1900 or the petition of the said plaintiff will be taken as true and Judgment rendered accordingly.

You will make due return of this Summons on the 19th day of March A.D. 1900.

Witness my hand and the seal of said Court. this 7th day of March A.D. 1900.

Jasper. N. Goodell. Clerk.

The State of Ohio.
Delaware County. S.S.

Sheriff's Return.

| | $ | ¢ |
|---|---|---|
| Sheriff's Fees. | | |
| Service and Return | | 31 |
| Docketing. | | 10 |
| Mileage | 1 | 12 |
| Postage | | 06 |
| Copy. | | 25 |
| Total | $1 | 84 |

Received this writ March 8th A.D. 1900 at 9 O. clock A.M. and Served Same by handing a true and duly certified Copy of this writ with all the endorsements thereon to the within named defendant Minnie R. Booth.

Jacob M. Schaffner.
Sheriff.

The following Summons was issued by the Clerk of this Court on the 19th day of March A.D. 1900 To the Sheriff of Holmes County:

Summons.

No 7776 Summons.

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

You are hereby commanded to notify Vina Mae Fadden that she has been sued by William Jolliff in the Court of Common Pleas of Union County and must answer by the 7th day of April A.D. 1900 or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 19th day of March A.D. 1900.
Witness my hand and the seal of said Court. this 7th day of March A.D 1900.

Jasper N. Gosnell. Clerk.

The State of Ohio. } Sheriff's Return.
Holmes County ss.

| Sheriff's Fees. | $ | ¢. |
|---|---|---|
| Service & Return. | | 30 |
| Mileage. | 1 | 28 |
| Copy. | | 24 |
| Docket Index. | | 14 |
| Total | 42 | 56 |

Received this writ March 16th A.D. 1900 at 9 O'clock A.M. and served Same by handing to Vina M.c Fadden Defts. Personally a true and Certified Copy of this writ with all the endorsements thereon. this 16th day of March 1900.

Wm. F. Jordan
Sheriff.

---

The following Entry was filed the 9th day of April A.D. 1900.

William Jolliff. } Appointment of Guardian Ad-Litem
v.s. } Entry.
Minnie R. Book. et al.

Now comes Viola Wood a Minor over 14 years of age and Envy May Wood & Della Wood Minors, under 14 years of age, and having been served with process herein, Makes application for a Guardian Ad Litem; and thereupon it is ordered that H. V. Spicer be and he hereby is appointed Guardian for the Suit, for Said Minor defendants.

And now comes the Said H. V. Spicer, and in open Court, accepts Said Appointment.

---

The following Answer of Guardian Ad-Litem was filed the 9th day of April A.D. 1900.

William Jolliff. Plaintiff. } Court of Common Pleas.
v.s. } Union County Ohio.
Minnie R. Book et al. Defendants. } Answer of Guardian, Ad Litem.

Viola Wood. Envy May Wood And Della Wood. Minor defendants by Henry V. Spicer their Guardian Ad-Litem. for Answer to the petition deny all the Allegations therein Contained. And say that they are of tender years, and ask the Court to protect their rights, and to grant them Such relief as is proper.

H. V. Spicer. Guardian.
Ad. Litem for Said Minors.

---

The following Entry was filed the 9th day of April A.D. 1900.

Entry.

William Jolliff. Plaintiff.
vs.
Minnie R. Book. Vina M.c Fadden Viola Wood a Minor over 14 years of age. Envy May Wood & Della Wood Minor under 14 years of age. Defendants. } Common Pleas Court.
Union County Ohio.

Entry.

This cause came on to be heard on the plaintiff's petition, the

Answer of Henry V. Spicer Guardian Ad. Litem of Victor Hood, Envy May Hood and Della Hood Minors and the evidence, all the other defendants being in default for Answer, although duly served with process, on consideration whereof, the Court finds that the allegations of the petition are true. That the plaintiff has a legal right to thirty one thirty sixths 31/36 of the estate in the petition described, being 82 Acres and 151 7/9 poles and is entitled to have said estate apated as prayed for. Also that each of the defendants, Minnie R. Booth. Vina Mc. Fadden, Victor Hood, Envy May Hood and Della Hood, has a legal right to one thirty sixth 1/36 of said estate being 2 Acres and 108 4/9 poles each.

It is therefore ordered that a writ of partition be issued to the Sheriff of said County, Commanding him that by the oaths of William Spicer, William Elliott and Robert Elliott who are hereby appointed Commissioners for the purpose, he cause to be divided and set off to each of said named parties, the portion of said estate to which he or she is herein found entitled, And of his proceedings, said Sheriff shall make due return

J. L. Jolliff Attorney for Plaintiff

---

On the 17th day of April A.D. 1900 The following Writ of Partition was issued by the Clerk of this Court To-wit:

Writ of Partition.

The State of Ohio
Union County. } To the Sheriff of Said County.

Pursuant to an Order of the Said Court of Common Pleas within and for the Said County, at the April Term, A.D. 1900 in a civil action therein pending (for partition) Wherein William Jolliff the plaintiff, and Minnie R. Booth et. al. the defendant.

You are hereby Commanded, that by the oaths of William Spicer, William Elliott and Robert Elliott 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:

Situate in the County of Union, in the State of Ohio and bounded and described as follows: Being part of Survey No 3691: Beginning at a White Oak and Red Oak. North East corner to said Survey: Thence N 83° W. 79 poles to a White Oak & 2 Hornbeams

Thence S. 8° W. 192 poles to a Stake in the Center of Bokes Creek: Thence Easterly with the Meanderings of Said Creek to a Stake in the east original line of Said Survey. being also the N. E. corner of Robert Maskalls land: Thence with said original line N. 8° E. 198½ poles to the beginning Containing 96 Acres and 52 poles, among the persons named herein, and in the following proportions, To-wit:

| | | | | | |
|---|---|---|---|---|---|
| To | William Jolliff | 31/36 -- or | 82 Acres and | 151 4/9 | poles part. |
| To | Minnie R. Book | 1/36 -- or | 2 " " | 108 4/9 | " part. |
| To | Vina Mc. Fadden | 1/36 - or | 2 " " | 108 4/9 | " part. |
| To | Victor Hood | 1/36 - or | 2 " " | 108 4/9 | " part. |
| To | Envy May Hood | 1/36 or | 2 " " | 108 4/9 | " part. |
| To | Della Hood. | 1/36 or | 2 " " | 108 4/9 | " part. |

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof. That you cause them to make a just valuation of the same in money, and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my hand and the Seal of said Court of Common Pleas, at the Court House in Marysville this 17th day of April A.D. 1900.

J. N. Gosnell. Clerk.

---

The Sheriff issued the following returns the 20th day of April A.D. 1900.

| | | |
|---|---|---|
| Sheriff's Fees. | $ | ¢. |
| Service | | 25 |
| Mileage | 2 | 40 |
| Exporting Writ. | 1 | 00 |
| Swaring Com. | | 25 |
| Report Com. | | 25 |
| Return | | 25 |
| Total | $4 | 40 |

| | | |
|---|---|---|
| Commissioners Fees. | $. | ¢. |
| R. T. Elliott. | 1 | 00 |
| Wm Elliott. | 1 | 00 |
| Wm Spicer. | 1 | 00 |
| Total | $3 | 00 |

Sheriff's Return.

As commanded by the forgoing Writ of Partition. I have executed the same by the oaths of R. T. Elliott. Wm Elliott. and Wm Spicer causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 18th day of April A.D. 1900.

J. Ed. Robinson

Sheriff.

Commissioners Report.

William Jolliff
Against
Minnie R. Bash et al.

The State of Ohio.
Union County, S. S.

Court of Common Pleas, In Partition

According to the demand 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 as follows:

And upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at $42.50 per Acre.

Given under our hands this 18th day of April A.D. 1900.

R. T. Elliott.
Wm Elliott. } Commissioners
Wm Spicer

The following Entry was filed the 20th day of April A.D. 1900.

Entry.

William Jolliff. Plaintiff.
vs.
Minnie R. Bash et al. Defendants

Entry.

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 injury to the value thereof, and the said Commissioners have made and returned their Appraisement of said estate at Forty Two and 50/100 $42.50 Dollars per acre, The Court find the said return and proceedings in all respects correct and in Conformity to law, and do therefore Approve and confirm the same.

And thereupon neither of said parties electing to Take the said estate at its appraised value, On Motion of the plaintiff, it is ordered that said estate be sold at public Action 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.

April 20th 1903. the following Order of Sale In Partition was issued by the Clerk of this Court and delivered to the Sheriff of Union County Ohio. To-wit:

The State of Ohio } ss
Union County } Order of Sale In Partition.
To the Sheriff of Said County: Greeting.

In pursuance of the Order of Our Court of Common Pleas, within and for the County of Union at the April Term. A.D. 1903. in a certain Petition for Partition, now pending in said Court, Wherein William Jolliff Petitioner and Minnie B. Book. Vina Mc Faddon. Viola Hood. Gray May Hood and Della Hood Respondents. We command you that without delay you proceed to sell at public Auction the land and tenements in said partition, described, to-wit:

Situate in the County of Union and State of Ohio- Bounded and described as follows: Being part of Survey No 3691— Beginning at a white Oak and Red Oak. North east Corner of Said Survey: Thence N. 83° W. 79 poles to a White Oak and Two Hornbeams: Thence S. 8° W. 192 poles to a Stake in the Center of Bokes-Creek: Thence Easterly with the Meanders of Said Creek to a Stake in the East original line of Said Survey- being also the North east corner of Robert Mashalls land: Thence with said original line N 8° 198 1/2 poles to the beginning containing 96 Acres and 52 poles.

Appraised at $42.50 per acre. And that your proceedings in the premises you make known to Our Said Court of Common Pleas. within Sixty days from the date hereof. And have you then and there this Writ:

Witness my hand and the seal of Said Court at Marysville this 20th day of April A.D. 1903

J. N. Gosnell Clerk.

Sheriff's Return.

| Sheriff's Fees | $ | ¢ |
|---|---|---|
| Service | | 25 |
| Mileage | | 16 |
| Copy to Printer | | 25 |
| Boundage. | 16 | 33 |
| Return | | 25 |
| Total | $17 | 24 |
| Deed | 2 | 00 |
| Stamps for Deed. | 3 | 00 |
| Total | $20 | 24 |
| Printers Fees | 16 | 20 |

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 Richwood Gazette. a newspaper printed and of General circulation in Union County. Ohio. And on the 26th day of May A.D. 1903. 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 there appeared William Jolliff who bid for the same the Sum of Twenty Seven Hundred and Thirty and 60/100 Dollars. ($2730.60/100.) Said Sum being more than two-thirds of the Appraised value: and he being the highest and best bidder, was declared the purchaser

J. Ed. Robinson Sheriff.

On the 8th day of June. A.D. 1903. the following Notice of Sheriff's Sale and its Proof of Publication was filed in the Office of the Clerk of this Court. To wit:

Sheriff's Sale.

J L Jolliff Attorney.

Wm Jolliff.
v.s.
Minnie B. Book et al. } On 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, May 27th 1905. 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: Being part of Survey No 2691 beginning at a White Oak and Red Oak, North east corner of said Survey: Thence North 82° West 79 poles to a White Oak and two hornbeams: Thence South 8° West 192 poles to a stake in the center of Rocky Fork: thence easterly with the meanderings of said fork to a stake in the east original line of said Survey: being also the Northeast corner of Robert Mackill's land: Thence with said original line North 8° 192⅖ poles to the beginning, containing, 96 acres and 62 poles.

Appraised at $42.50 per acre. Terms of Sale: One-third cash, one-third in one and one-third in two deferred payments, to draw interest at 6 per cent and to be secured by first mortgage on the premises.

J. Ed Robinson
Sheriff of Union, County Ohio.

No 7794
Petition

April 26th 1905 6 weeks.

Proof of Publication.

State of Ohio, Union County, ss.

I, Geo. H. Worden publisher of the Richwood Gazette, being duly sworn, say that the notice here attached was published in the Gazette on the 26th day of April 1905 and continued therein five consecutive Times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. H. Worden.

Sworn to and subscribed before me, this 7th day of June 1905.

Printers Fees $16.00

J. H. Millar Notary Public.

---

The following Entry was filed the 8th day of June A. D. 1905.

No 7776.
Entry

William Jolliff, Plaintiff.
v. s.
Minnie R. Booth, Vina McFadden, Victor Wood a minor over 14 years of age, Envy May Wood and Della Wood, Minors under 14 years of age, Defendants

Common Pleas Court of
Union County Ohio.

Entry.

The Sheriff having sold the property described in the petition under the order thereof issued to him, and the Court being satisfied of the legality of such sale, approves and confirms the same, and directs said Sheriff to execute and deliver to the purchaser of said property a good and sufficient deed thereof.

And from the proceeds of said sale, the Sheriff shall pay, first, the taxes and penalties on said premises, if any, due and payable and also the costs of this suit, including a fee of $12.50 for J. L. Jolliff, Attorney for the plaintiff and also a fee of $10.00 for a guardian ad litem and also a fee of $1.00 for each of the Commissioners. Total Costs $210.53/100 The balance of said proceeds shall be paid as follows to the plaintiff thirty one thirty sixths (31/36) to each of the defendants Minnie R Booth Vina McFadden, Victor Wood, Envy May Wood and Della Wood one thirty sixth of said estate.

Attest J. Mcconnell Clerk

J. L. Jolliff.
Attorney for Plaintiff

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable D. Duncan Dow, Judge of said Court, of the Term of April To-wit: on the 8th day of June in the year of Our Lord One Thousand nine hundred.

Be it remembered that heretofore To-wit on the 19th day of May A.D. 1903 Henry Moore filed in the Clerks Office of the said Court of Common Pleas the following Petition against James Moore et al. To-wit:

The following Petition was filed the 19th day of May A.D. 1903.

No 7794
Petition

Henry Moore. Plaintiff. } In Court of Common Pleas.
vs.
James Moore. John H. Moore &
William W. Moore. Defendants. } Petition in Partition.

Union County Ohio.

Plaintiff says that one William B. Moore, late of Union County, Ohio. died on the 25th day of December, A.D. 1899. possessed of personal property more than sufficient to pay all the debts and claims against his estate, and leaving a last will and testament which was duly admitted to private Court of Union County, Ohio. on the 19th day of February, 1903, by which will and testament he devised to plaintiff and the defendants jointly certain real estate of which he died seized in fee simple, described as follows:

Situated in Union County, in the State of Ohio, and in Virginia Military Survey No 220, and being the whole of Lot No 13 containing 100 Acres and 125 perches of land, and the Northeast part of Lot No 12 containing 24 Acres and 75 perches of land. and the north part of Lot No 7 containing 37. 35 perches, and the Northeast corner of Lot No 8 containing 39. 43 perches of land: making a total of 125 acres and 118. 18 perches of land. Agreeable to a Survey of said tract of land made by James Galon in June, 1861. The whole of said tract is bounded and described as follows: Beginning at a post by three beeches and a dogwood at the northeast corner of said Survey and of Lot No 13. in the old Granville boundary line: thence S. 79. 5 degrees W. along said boundary line 117 poles and 15 Links to a post by an elm and black ash: thence S. 17 degrees E. 159. 2 5 poles to a post by a beech at a point S 17 degrees E. 16 links from a post at the corner of Lots Nos 12 and 13. thence S 89 degrees E. parallel with the South line of Lot. No 13. 123 poles and 8. 75 links to a post by a beech and bass-wood, at a point S. 17 degrees E. 16 links from a post at the Southeast corner of said Lot No 13. in the east line of said Survey: thence N. 17 degrees W. along said east line of Survey, 184 poles and 3. 5 links to the place of beginning. For a more particular description of corners reference is hereby made to the recorded plat of said Survey made by said James Galon.

Plaintiff and the defendants are each entitled to and seized in fee simple of an undivided one-fourth part of said real estate.

Plaintiff says that it was the intention of his deceased father said William B. Moore, deceased, that said real estate should be divided in equal portions among the defendants and himself. that said John H. Moore should receive one-fourth thereof off the west side of the same. that the defendant James Moore should receive the one-fourth lying next thereto, that the plaintiff should receive the one-fourth lying next on the East of the one-fourth allotted to James Moore, And that the defendant William H. Moore should receive the one-fourth of said lands lying on the east side thereof. that said decedent had often expressed his intention of dividing his said premises among the parties hereto as above set forth and that all of said parties except the defendant James Moore are each

residing on his respectiv portion thereof and have so resided for more than fourteen years last past; that they, excepting said James Moore, have each made valuable improvements on their respective portions; that there is no material difference in the soil of said different portions of said land, and that the said manner of dividing said real estate among the said parties entitled thereto is, in the opinion of plaintiff, the most equitable that can be made.

Plaintiff desires to have his interest in said lands set off to him severally, and prays that partition may be made thereof in the manner herein set forth, or as may seem equitable to the Court; and for all proper equitable relief.

J. F. Millar.
Attorney for Plaintiff.

State of Ohio, Union County, S.S.

Henry Moore, being first duly sworn, says that he is plaintiff in the above entitled action and that the facts stated and allegations made in the foregoing petition are, as he verily believes, true.

Henry Moore.

Sworn to before me and subscribed in my presence this 18th day of May, A. D. 1900.

Henry S. Stiles.
Notary Public.

Precipe.

To the Clerk of said Court:

Issue Summons for the defendants in the above entitled action directed to the Sheriff of Union County, returnable according to law.

J. F. Millar Attorney for Plaintiff

---

No 7794
Summons

The following Summons was issued by the Clerk of the Court on the 24th day of May A.D. 1900
To the Sheriff of Union County.

Summons.

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

You are hereby commanded to notify James Moore, John H. Moore and William Moore that they have been sued by Henry Moore in the Court of Common Pleas of Union County and must answer by the 16th day of June A.D. 1900. or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 28th day of May. A.D. 1900.
Witness my hand and the Seal of said Court, this 19th day of May A.D. 1900.

J. N. Gosnell. Clerk.

The State of Ohio, S.S.
Union County. } Sheriff's Return.

| | | |
|---|---|---|
| Sheriff's Fees. | 8 | 4 |
| Service and Return | | 80 |
| Mileage | 3 | 93 |
| Copies | | 45 |
| Total | $4 | 77 |

Received this Writ May 21st A.D. 1900. at 8 O'clock A.M. and served same by delivering a true and certified Copy of this writ with all of the endorsements thereon to John H. Moore Personally to James Moore and William Moore by leaving Copies at their usual places of Residence on May 23rd 1900.

J. Ed Robinson. Sheriff.

---

The following Answer was filed the 4th day of June A.D. 1900.

No 7794
Answer.

| | |
|---|---|
| Henry Moore Plaintiff. | In Court of Common Pleas. |
| vs. | Union County. Ohio |
| James Moore, John H. Moore and William W. Moore, Defendants. | Answer. |

Now comes the defendants, James Moore, John H. Moore and William H. Moore and admits the facts stated in the petition herein filed to be true and hereby consent to the partition of the real estate therein described agreeably to the prayer and facts set forth in said petition.

Whereupon they ask that said real estate may be surveyed by the County Surveyor of Union County and each party hereto set off his equal one-fourth part thereof by specific description by metes and bounds, and in the order and location set forth in the petition: and that the Sheriff be ordered to execute and deliver to each party entitled a deed for his respective portion of said real estate when so divided, describing the same by the description thereof to be furnished by said County Surveyor.

James Moore.
John H. Moore.
William H. Moore.

The State of Ohio, Union County S.S.

James Moore, John H. Moore, and William H. Moore, being first duly sworn, each says for himself that the facts stated and allegations made in the foregoing answer are, as he verily believes, true, and that the same was signed by him voluntarily for the purposes therein mentioned

James Moore.
John H. Moore.
William H. Moore.

Signed and sworn to before me by said James Moore, John H. Moore, and William H. Moore, this 25th day of May, A.D. 1900.

J. F. Millar, Notary Public.

The following Surveyor's Report was filed the 8th day of June A.D. 1900.

Set off and assigned to Henry Moore.

Situated in Claibourne Township, Union County, Ohio, and part of Surry No 220, bounded and described as follows:

Beginning at a stone in the north line of said Surry No 220 and the north west corner of William H. Moore's land:

Thence with the west line of said Moore's land, S. 130° & 179.40 poles to a stone at the South west corner of said William H. Moore's land and in the north line of Benjamin Snowden's land.

Thence with said line N. 85° W. 30.98 poles to a stone at the South east corner of James Moore's land as formed by this division:

Thence with the East line of said James Moore's land N. 13° W. 173.32 poles to a stone in the north line of said Surry:

Thence with said Surry line N. 83° 30' E. 28.80 poles to the beginning. Containing 31.70 acres of land

Set off and assigned to James Moore.

Situated in Claibourne Township, Union County, Ohio, and part of Surry No 220 bounded and described as follows:

Beginning at a stone in the North line of said Surry No 220 and at the north west corner of lands of Henry Moore as formed by this division:

Thence with the west line of said land S. 13° E. 173.32 poles to a stone in the north line of Benjamin Snowden's land:

Thence with the North line of said land, and the line of J. R. Ward's land, N. 85° W. 31.78 poles to a stone at the South east corner of John H. Moore's land as formed by this division.

Thence with the East line of said John H. Moore's land N. 13° W. 167.08 poles to a stone in the North line of said Surry:

Thence with the said Surry line N. 83° 30' E. 30.12 poles to the beginning

Containing 31. acres of land.

Set off and assigned to John H. Moore.

Situated in Claiborne Township, Union County, Ohio and part of Survey No 220. bounded and described as follows:

Beginning at a stone in the North line of said Survey and at the North west corner of James Moore's land as formed by this division

Thence with the West line of said James Moore's land S. 13. E° 167.08 poles to a stone in the North line of J. R. Hare's land:

Thence with said Hare's land N. 85° W. 32.92. poles to a stone at the South east corner of David M. Fick's land:

Thence with the east line of said Fick's land N. 13° W. 160.60 poles to a stone in said Survey line:

Thence with said Survey line N 83° 30' E 31.40 to the beginning. Containing 31.70 Acres of land.

Set off and assigned to William W. Moore.

Situated in Claiborne Township, Union County, Ohio. and part of Survey No 220 bounded and described as follows:

Beginning at a stone at the North east corner of said Survey No 220

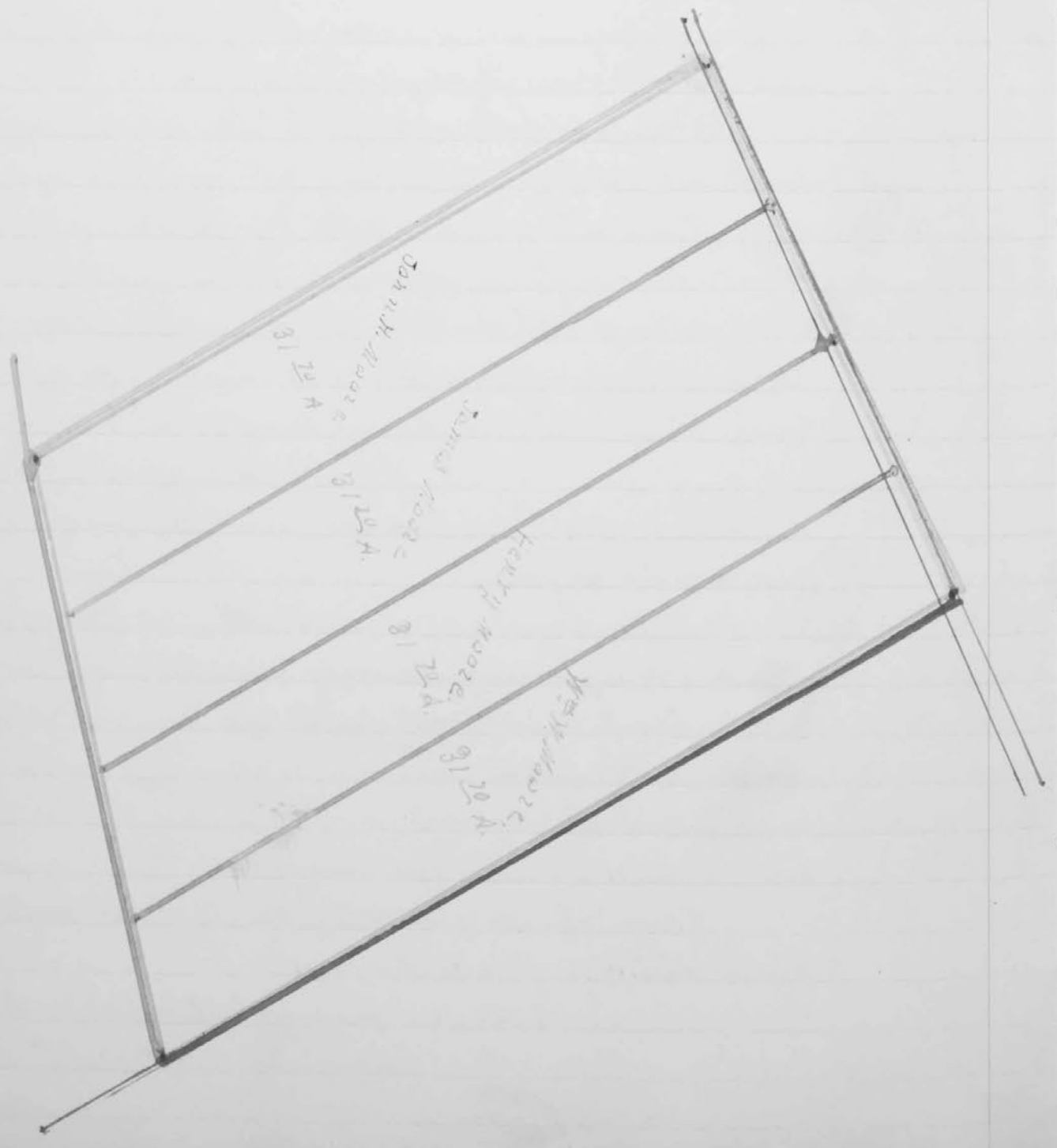
Thence with the East line of Said Survey. S. 13° E 185.40 poles to a stone at the North east corner of Benjamin Snowden's Land:

Thence with the North line of said Snowden's land N. 85° W. 29.80 poles to a stone at the South east corner of Henry Moore's land as formed by this division:

Thence with the east line of said Henry Moore's land N. 13° W. 179.40 poles to a stone in the North line of Said Survey:

Thence with the said Survey line N. 83° 30' E. 28.04 poles to the beginning

Containing 31.70 Acres of land



No 220. bounded

th west corner of

& feet to a stone

South east

& a stone in said

ining 81.70 Acres of land.

o bounded.

the North east

les to a stone at

les to a stone, in

inning

Henry Moore. Plaintiff
v.s.
James Moore John H. Moore and
William W. Moore. Defendants.

In Court of Common Pleas.
Union County Ohio.

Petition in Partition.
Case No 7744

Surveyor's Report.

In pursuance of an order of Partition in the above entitled case, I respectfully submit the foregoing plat and descriptions of the several tracts as by me divided.

J. C. Kennedy, County Surveyor.

Fees.

To J. C. Kennedy.

| | | | | |
|---|---|---|---|---|
| June | 5th | 1900 | To preparing notice and papers | $2.00 |
| " | 6th | " | " Survey and division | 4.00 |
| " | 7th | " | " final calculations | 2.00 |
| " | 8th | " | " Discription, plat etc | 3.00 |
| | | | | $11.00 |

The following Entry was filed the 8th day of June A.D. 1900

Henry Moore. Plaintiff.
v.s.
James Moore, John H. Moore and
William W. Moore, Defendants.

In Court of Common Pleas
Union County Ohio

Entry.

This cause came on to be heard this 8th day of June, A.D. 1900. upon the petition and the joint Answer and cross-petition of the defendants James Moore, John H. Moore, and William W. Moore, and the evidence. And it appearing from the said Answer and cross-petition that the defendants admit the truth of the allegations contained in the petition and unite in asking partition of the premises described in the petition in the manner therein prayed for: And it appearing that said premises have been surveyed by the County Surveyor as requested in said Answer and cross-petition and each party hereto set off his equal one-fourth part thereof by specific description, which Survey has been reported to this Court and filed with the papers in this action and is hereby approved and confirmed.

The Court thereupon find that the plaintiff is seized of, and has a legal right to, the undivided one-fourth part of the real estate described in the petition, and is entitled to have partition made of said premises: that the defendants are tenants in common with the plaintiff in said premises, each being seized of and having a legal right to an undivided one-fourth part thereof. And no reason appearing why partition should not be made of said premises, and the special circumstances alleged in the petition together with the common prayer of all the parties hereto as contained in their said pleadings, appearing to the Court as sufficient reason why said premises should be partitioned in the manner prayed for in said pleadings by all parties concerned. It is therefore ordered and decreed that partition of said real estate be made in the manner prayed for in the petition and in said Answer and cross-petition and in accordance with said Survey: that the defendant John H. Moore be, and hereby is, assigned the one-fourth part thereof, lying on the west side of the same. That the defendant James Moore be, and hereby is, assigned the one-fourth part of said premises lying next on the east of that assigned to said John H. Moore: that the defendant William W. Moore be, and he hereby is, assigned the one-fourth part of said premises lying on the east side thereof: And that the plaintiff be and hereby is, assigned the remaining one-fourth part of said premises lying between the portions assigned to the defendants James Moore, and William W. Moore: and that said parties have and hold in severalty the parts and premises so set off and assigned to each

respectively: And the Sheriff is hereby ordered to execute and deliver to each of said parties a deed in fee simple for the portion of said premises hereby assigned and decreed to him, describing the same by the specific description by metes and bounds contained in the report of the Survey thereof herewith filed.

And it is further ordered that the costs of this action including a Counsel fee of one hundred dollars to J. F. Millar, plaintiff's Attorney, for services herein, be paid by the parties hereto in equal proportions.

Attest J. McConnell Clerk  Appeared on Judges. Docket.

---

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 D. Duncan Dow, Judge of said Court, of the Term of April to wit: on the 8th day of June in the year of Our Lord One Thousand Nine Hundred.

Be it remembred that heretofore To-wit, on the 10th day of March A. D. 1900 Lizzie A. Cobbs, and Lunette A. D. Chamberlain Exc'x etc filed in the Clerks Office of the said Court of Common Pleas, the following Petition against Clarence K. Holmstott et al. To-wit:

No 7777. Petition

Lizzie A. Cobbs and Lunette A. D. Chamberlain, as executrices of the last will and testament of Alvin Drew, deceased, Plaintiffs.

v.s.

Clarence K. Holmstott and Florence Holmstott And H. Guy Jones Defendants.

In Court of Common Pleas, Union County Ohio.

Petition.

On the 12th day of November A. D. 1893. Alvin Drew died leaving a will, whereby he appointed the plaintiff's executrices thereof, which will was on the 18th day of said year duly admitted to probate in the probate Court of Lenawee County, in the State of Michigan, and letters testamentary were on the 26th day of December of said year, by said Court duly issued to plaintiffs, who thereupon duly qualified and entered upon the duties of such Office.

First Cause of Action.

The defendant Clarence K. Holmstott is indebted to plaintiffs as such executrices in the sum of eight hundred dollars, with interest thereon at the rate of eight per cent per annum, payable annually, from the 8th day of April, A. D. 1898, which plaintiffs claim, upon a certain promissory note, upon which there are no credits or indorsements, and of which the following is a true copy.

$800. 00.  Richwood, O. April 8th 1893.  No 7777, Summons.

Five years after date I promise to pay to the order of Alvin Drew, Eight Hundred Dollars, at the Bank of Richwood, Value received, with interest at 8 per cent after maturity, payable Annually.

Signed Clarence K. Holmstott.

Second Cause of Action.

At the time of delivering said note, and to secure the payment of the same, the defendants Clarence K. Holmstott and Florence Holmstott, who are husband and wife, duly executed and delivered to the said Alvin Drew, deceased, their joint mortgage deed, conveying the following described premises, to-wit:

Situate in the Village of Richwood, in the County of Union and State of Ohio, and known as Lots Nos one hundred and ninety-seven (197) and one hundred and ninety-eight (198) in John Wood's Addition to the Village of Richwood in said County of

Union and State of Ohio. For further discription of said lots see the recorded plat of said addition in the Recorders Office at Marysville, Ohio.

Said mortgage was conditioned to require the payment of said note promptly when the same became due, and has become absolute by reason of the nonpayment thereof.

On the 10th day of April A.D. 1898, at 11 O'clock. A.M. Said mortgage was duly filed for Record at the Recorder's office of Union County, Ohio, and was duly recorded in Book No 82 at page 90 of his records.

The defendant W. Guy Jones claims some title to or interest in or lien upon said real estate, but plaintiffs deny the validity of his said claims and ask that he may be required to set up his claim of pleading in this action or be forever barred from so doing.

Plaintiffs therefore ask judgment against the defendant Clarence R. Holmstott for said sum of Eight hundred dollars, with interest thereon at the rate of eight per cent per Annum from the 8th day of April, A.D. 1898. And interest on sixty-four dollars of said interest from the 8th day of April A.D. 1899. And that said premises may be sold and the proceeds thereof applied to the payment of said judgment.

J. F. Millar Atty for Plaintiffs.

State of Ohio, County of Union, S.S.

Lizzie A. Copps, being first duly sworn, says that she is one of the plaintiffs in the above entitled action, who are jointly interested therein as co-executrices, and that the facts stated and allegations made in the foregoing pleading are, as she verily believes, true.

Lizzie A. Copps.

Subscribed in my presence and sworn to before me this 9th day of March, A.D. 1900.

John W. Crawford Notary Public.

Precipe.

To the Clerk of said Court.

Issue Summons for the defendant Clarence R. Holmstott to the Sheriff of Cuyahoga County, and request personal service if possible. I am informed that said defendant boards at No 39 Rockwood Ave, Cleveland, Ohio, and is Agent at the Brooklyn B & O. depot. Issue summons for the defendant Florence Holmstott, directed to the Sheriff of Union County, make all returnable according to law.

J. F. Millar Atty for Plaintiffs.

To the Clerk of Courts.

Issue Summons for the defendant W. Guy Jones directed to the Sheriff of Franklin County, returnable according to law.

J. F. Millar. Atty for Plaintiff.

---

No 7777, Summons.

The following Summons was filed the 16th day of March A.D. 1900.

Summons.

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Florence Holmstott, that she has been sued by Lizzie A. Copps, et al. in the Court of Common Pleas of Union County and must answer by the 7th day of April A.D. 1900. or the petition of the said plaintiff will be taken as true, and Judgment rendered accordingly

You will make due return of this summons on the 19th day of March A.D. 1900.

Witness my hand and the seal of said Court, this 10th day of March A.D. 1900.

J. W. Gosnell Clerk.

The State of Ohio. ss.
Union County.

Sheriff's Return.

| | | |
|---|---|---|
| Sheriff's fees. | | |
| Service and Return | | 50 |
| Mileage. | 2 | 56 |
| Copy. | | 15 |
| Total | $3. | 21 |

Received this writ March 12th A.D. 1900. at 8 O'clock A. M. and served same by Delivering a True and Certified Copy of this Writ with all of the endorsements Thereon To Clarence Holmesdell. Personally on March 15th 1900.

J. Ed Robinson Sheriff.

The following Summons was filed on the 19th day of March A.D. 1900.

The State of Ohio Union County.

To the Sheriff of Cuyahoga County.

You are hereby commanded to notify Clarence K. Holmesdell regnest personal service if possible. I am informed that said defendant boards at No. 89 Rockwood Ave, And is Agent at the Brooklyn N and C. that he has been sued by Lizzie A. Copps and Lunette A. D. Chamberlain. As executrices of the last will and testament of Alvin Dew, deceased. in the Court of Common Pleas of Union County and must answer by the 7th day of April A.D. 1900. or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 19th day of April A.D. 1900.

Witness my hand and the seal of said Court, this 15th day of March A.D. 1900.

J. N. Gosnell. Clerk.

No 7777
Answer and Cross Petition

The State of Ohio ss.
Cuyahoga County.

Sheriff's Return.

| | | |
|---|---|---|
| Sheriff's Fees. | 8 | 9. |
| Service and Return. | | 20 |
| Mileage | 1 | 60 |
| Copy. | | 15 |
| Rec Doc Post | | 26 |
| Total. | $2. | 29 |

Received this writ March 11th A. D. 1900. at 8:30 O'clock A. M. And served same on the 16th day of March 1900. on Clarence K. Holmesdell by leaving a True and Certified Copy thereof at his usual place of residence

Thos. H. McConnell Sheriff.
By John Jensen Deputy.

No 7777
Summons.

The Clerk issued the following Summons the 19th day of March A.D. 1900 To the Sheriff of Franklin County:

Summons.

The State of Ohio, Union County.

To the Sheriff of Franklin County.

You are hereby commanded to notify H. Guy Jones, That he has been sued by Lizzie A. Copps, And Lunette A. D. Chamberlin, as executrices of the last will and testament of Alvin Dew, deceased, in the Court of Common Pleas of Union County, and must answer by the 7th day of April, A.D. 1900. or the petition of the said plaintiff will be taken as true, and Judgment rendered accordingly.

You will make due return of this summons on the 19th day of March A.D. 1900.

Witness my hand And the seal of said Court, this 10th day of March, A.D. 1900.

J. N. Gosnell Clerk.

No 7777
Entry.

The State of Ohio.
S.S.
Franklin County

Sheriff's Return.

| | | |
|---|---|---|
| Sheriff's Fees. | $ | ¢ |
| Service & Return. | | 80 |
| Docket &c. | | 20 |
| Mileage. | | 80 |
| Copy. | | 20 |
| Total | $1 | 45 |

Recievd this writ March 12th A.D. 1900 at 9 O. clock A.M. and on the same day served same by Personally handing a true copy thereof with all the endorsements thereon to the within named defendant W. Guy Jones.

Charles A. Pearce. Sheriff.
By Everett Stulbeck. Deputy.

---

The following Answer and Cross Petition of W. Guy Jones was filed the 6th day of April A.D. 1900.

Court of Common Pleas Union County Ohio.

No 7777
Answer and
Cross Petition

Lizzie A. Copps et al Executrix of
Alvin Drew dec'd Plaintiffs.
V. S.
Florence J. Holmestolt et al. Defendants

Answer and Cross Petition of
W Guy Jones.

The defendant W. Guy Jones for his Answer and cross petition says on the 16th day of January 1900 he purchased at public sale of J. M. Monroe Treasurer of Union County Ohio at a delinquent tax sale the following described property to wit:

Being lots numbers 197 and 198 in John Woods addition to the Village of Richwood Union County, Ohio.

Said lots were entered on the tax duplicate in the name of Florence J. K. Holmestolt to whom said lots or a part of said lots was charged with taxes and penalty in the sum of $6.82 8/77 Amount due on said lots for the years 1898 and 1899.

There is due and remaining unpaid to the defendant W. Guy Jones on said indebtedness the sum of $67 85/XX with interest on $69 03/XX from January 16th 1900 until paid at the rate of six per cent (6%) per annum.

This defendant asks that if the premises above described be sold that the proceeds be applied to the payment of the said debt herein set forth according to its priority, and for all proper relief in the premises.

W. Guy. Jones.

State of Ohio, Franklin County. S. S.

W Guy Jones being first duly sworn says that the facts stated and allegations contained in the foregoing Answer and Cross petition are true as he verily believes.

W. Guy. Jones.

Sworn to by the aforesaid W. Guy. Jones and by him subscribed in my presence this 6th day of April A. D. 1900.

T. F. Hann. Notary Public.
Franklin County Ohio.

---

The following Entry was filed the 17th day of April A.D. 1900.

No 7777
Entry.

Lizzie A. Copps and Lunette A. D Chamberlain,
as Executrices of the last will and testament of
Alvin Drew, deceased. plaintiffs.
V. S.
Clarence K. Holmestolt and W. Guy Jones
Defendants.

In Court of Common Pleas.
Union County Ohio.

Entry

Now come the plaintiffs herein, and the defendants Clarence K. Holmesbolt and Florence Holmesbolt bring in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true; And the Court find that the defendant Clarence K. Holmesbolt is indebted to the plaintiffs upon the promissory note set forth in the petition herein in the sum of nine hundred and thirty-two dollars and eighty-four cents.

It is therefore considered by the Court that the plaintiffs recover from the said defendant the said sum of nine hundred and thirty-two dollars and eighty-four cents, and their costs herein expended. Taxed at $

The Court further find that in order to secure the prompt payment of said note, the defendant Clarence K. Holmesbolt, and Florence Holmesbolt, his wife, executed and delivered to said Alvin Dunn, deceased, their certain mortgage deed as in the petition described, and on the premises therein described: that said mortgage was duly recorded in Book 32 at page 90 of the records of mortgages of Union County, and is the first and best lien upon said premises, excepting the taxes therein.

It is therefore considered and adjudged that unless the defendant Clarence K. Holmesbolt shall within two days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court, the costs of this action, and to the plaintiffs herein the sum so found due them as aforesaid, according to the terms of said mortgage, the said defendants equity of redemption be foreclosed, and said premises shall be sold, and in 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.

The following Order of Sale was filed the 19th day of May A.D. 1900.

Order of Sale.

No 7777
Order of Sale

The State of Ohio
Union County S.S.

To the Sheriff of said County: Greeting:

Whereas at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 17th day of April 1900. Lizzie A. Bopp et al obtained a Judgment and Decree against Clarence K. Holmesbolt, Florence Holmesbolt and W. Guy Jones for the sum of Nine Hundred and thirty-two 84/100 Dollars and Twelve and 94/100 costs of suit;

And Whereas it was then and there by said Court ordered, adjudged and decreed that the said Clarence Holmesbolt, W. Guy Jones within two days from the 17th of April A.D. 1900. pay unto the said Lizzie A. Bopp and Lunette A. D. Chamberlain Executrix of Alvin Dunn deceased, the said sum of Nine hundred and thirty two and 84/100 Dollars with interest from the 17th day of April 1900 and costs aforesaid: And, on default to pay the same that an Order of Sale issue to the Sheriff of said County commanding him to proceed according to the statute regulating Judgments and Executions at Law, to sell the real estate described in the Plaintiff's petition &c. And, Whereas the two days aforesaid have fully expired, and the said sum of Nine hundred and thirty two and 84/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears 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 Richwood and Known as Lots Number One hundred and ninety seven (197) One hundred and ninety eight (198) in Richwood in said County of Union and State of Ohio:

For further description of said Lots see the recorded plat of said addition in the Recorders office, Marysville Ohio.

and Florence
e allegations of the
ant Florence K.
in the petition
e cents.
on the said
four cents, and

nt of said note,
ded and delivered
described, and
book 32 at
last lien upon

dant Florence K.
cause to be paid,
ein the same so
said defendants
d in order of
ll said premises
rder.

A.D. 1900.

House in Marysville
d obtained a
d W. Guy Jones
, costs of suit;
decreed that the
d A.D. 1900. for
hin Drew deceased.
rust from the 17th
that an Order of
according to the
ale described in the
hired, And the said
s have not been

ais, advertise
Law, the following

ne Hundred and
nd in Said

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 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 18th day of April A.D. 1900.

J. N. Gould Clerk

By R. McCune Deputy.

Sheriff's Return.

The State of Ohio.

Union County ss.

| Sheriff's Fees | $ | ¢ |
|---|---|---|
| Service | | 25 |
| Levy | | 25 |
| Sum Appraisers | 1 | 00 |
| Swaring Appraisers | | 25 |
| Writing Appraisal | | 25 |
| Copy of Appraisal | | 25 |
| Notice to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage | 2 | 56 |
| Poundage | 10 | 76 |
| Return. | | 25 |
| Recvnue. | 1 | 50 |
| Total | $ | 17 82 |
| Appraisers Fees | $ | 3 00 |
| Printers Fees | $ | 17 18 |

In obedience to the command of the Order of Sale here to annexed, I did, on the 18th day of May 1900 Summon J. M. Fleckinger L. P. Allbright and W. H. Hill 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 aforesaid, on the 18th day of April A.D. 1900 said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Sixteen Hundred & 00/100 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 19th day of April 1900 I caused to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 19th day of April A.D. 1900 at one O'clock P.M. of said day, And having Advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks: And in pursuance to said notice, I did, on said 19th day of May A.D. 1900 at the time and place above mentioned, proceed to offer said lands and tenements at public sale: And then and there came Edgar M. Horn who for the same the Sum of Ten Hundred & Seventy Six 50/100 Dollars, And said Sum being more than two-thirds of the Appraised value thereof, and said Edgar M. Horn being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Ten Hundred & Seventy Six 50/100 Dollars.

J. Ed Robinson Sheriff.

The following Proof of Publication was filed the 8th day of June A.D. 1900.

Sheriff's Sale

J. E. Miller, Atty.

Lizzie Topp et al.
vs.
Eleanor K. Holmes Tolle et al.
} An Order of Sale.

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House in Marysville

Ohio. on Saturday, May 19th 1900 at or about the hour of one o'clock P.M. on said day, the following described real estate, to-wit:

Situated in the Township of Claibourne, County of Union and State of Ohio, and bounded and described as follows: In the Village of Richwood and known as Lots Numbers One hundred and ninety seven (197) and One hundred and ninety-eight (198) on the east side of Franklin Street in Woods Addition to the Village of Richwood, in said County of Union and State of Ohio. For further description of said lots see the recorded plat of said Addition in the Recorder's office, Marysville, Ohio. Appraised at $1.600 Terms of sale: Cash.

J. Ed. Robinson
Sheriff of Union County, Ohio.

April 19th 1900 6 wks.

Proof of Publication

State of Ohio, Union County, ss.

I Geo H. Worden, publisher of the Richwood Gazette, being duly sworn, say that the notice hereto attached was published in the Gazette on the 19th day of April 1900 and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo H. Worden.

Sworn to and subscribed before me, this 7th day of June 1900.

J. F. Millar Notary Public.

Printers Fees $1.40

---

The following Entry was filed the 8th day of June A.D. 1900.

No 7777 Entry

Lizzie A. Goff and Lunette A.D. Chamberlin as Executrices of the last will and testament of Alvin Drew, deceased, Plaintiffs,

v.s.

Clarence K. Holmstedt and Florence Holmstedt and W. Guy Jones. Defendants.

In Court of Common Pleas, Union County, Ohio.

Entry.

This cause came on for hearing this 8th day of June A.D. 1900 on motion of the plaintiffs by their regular Attorney herein and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings and sale be, and they hereby are, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Edgar M. Horn, by deed in fee simple, the lands and tenements so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale, amounting to One Thousand and Seventy-Six dollars, it is ordered that the Sheriff, out of the moneys in his hands, pay.

First. The costs of this action, taxed at $ 6.60-(6.6)

Secondly. To the Treasurer of Union County the amount of Taxes and assessments charged against said premises upon the Tax duplicate of said County, to wit:

The sum of $- Nothing charged.

Thirdly. To the defendant W. Guy Jones the amount due him upon his Note set up in his Answer and Cross-petition herein, to wit the sum of $69.35 together with $1.76 Treasurer and Publication's fees.

Fourthly. To the plaintiffs the Amount therefore found due them upon the note and Mortgage set out in the petition, with interest to-wit. the sum of Nine hundred and forty-four dollars and forty-five cents. ($944.45)

Fifthly. To the defendant Florence Hostetter the balance of the money remaining in his hands, to-wit. the sum of $5.20

Attest J. N. Gannell Clerk

---

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 D. Duncan Dow, Judge of said Court, of the Term of April to wit. on the 2nd day of May in the year of our Lord One thousand Eight Hundred and Ninety eight

Be it remembered that heretofore To-wit. on the 26th day of March A.D. 1898 J. N. Robinson filed in the Clerks office of the said Court of Common Pleas the following Petition against John H. Woods et al. To wit:

J. N. Robinson Plaintiff
v.s.
John H. Woods Hylas Woods
Abbie B Woods Catherine Woods
A. B. Robinson, Adm'r Dec'd Lydia Dec'd.
S. N. McClaud Nora B McClaud et al. Def'ts.

Court of Common Pleas
Union County Ohio.

Petition

The plaintiff says that on the 14th of June 1892 Hylas Woods and John H. Woods executed to Nathaniel Brooks as executor of the estate of William D. Bonnet deceased their promissory note for Three hundred and Ninety four dollars payable five years after its date with interest at seven per cent from its date and executed Coupon notes for said interest payable each six months and they paid the interest thereon until June 14th 1897 and the said Brooks assigned for full value said note to the plaintiff who owns the same and there is due him thereon Three hundred and Ninety four dollars with $11.37 interest due June 14th 1897 and a like sum due Jany 14th 1898 and interest thereon and interest since Jany 14th 1898 at seven per cent.- That on the same date said Hylas Woods and John H Woods executed their other promissory note to Louisa B. Brooks for One hundred and seventy six dollars due five years from its date with interest thereon at seven per cent payable semi Annually and the same was evidenced by Coupon notes for said interest and they paid the interest thereon until Jany 14th 1897 and said Louisa B Brooks for full consideration assigned to plaintiff the said note who assumes the same and there is due him thereon the said sum of One hundred and Seventy six dollars with $6.16 on interest due June 14th 1897 with 7 per cent interest thereon and a like sum due Jany 14th 1898 with 7 per cent interest thereon, and $6.16/11 June 14th 1898 That at the same time said parties executed said notes, they also executed to said Nathaniel Brooks Executor and To Louisa B Brooks jointly their Joint Mortgage deed To secure the payment of said notes and interest upon the following real estate situate in the Village of Marysville in the County of Union in the State of Ohio To wit: Three six feet off of the South side of the Lot No 70 of said Village and extending to John Ausmans part of said Lot and Catharine Woods wife of Hylas Woods and Abbie Woods Wife of John H Woods joined their husbands in the execution of said Mortgage and said

Mortgage was Recorded in Vol 31 Page 299 of the Records of mortgages of said County June 14th 1892 and thereby became and is a valid lien on said premises to secure said sums from that date- That on the 14th of September 1895 said Nathaniel Brooks & wife Louisa B. Brooks for full value assigned said mortgage to plaintiff in writing and he is the owner thereof and there is due plaintiff on said mortgage said sums mentioned as due on said notes- The following men are occupying said premises to-wit: C. M. Scott and J. J. Scott under the name of C. M. Scott and Bro's

Therefore the plaintiff prays that said mortgagors be all made defendants herein and an accounting be had by the Court of the sum due plaintiff on the notes secured by said Mortgage and that an Order of Sale of said premises be made by the Court and that the same be sold according to Court for the satisfaction of the sum due plaintiff.

Second— Plaintiff further states that said premises are further encumbered in the manner following viz on the 16th of April 1896 The Farmers Bank of Marysville Ohio obtained Judgment in the Court of Common Pleas of Union County Ohio for the sum of Twenty-four hundred and two dollars and fifty six cents debt and $11 00/100 costs of suit against Alf Scott Principal and John H. Woods S. M. McClelland and J. M. Robinson sureties and the same became a Judgment lien on all of said premises at the time and still remain a lien thereon and which Judgment draws interest at 8 per cent annually and on the same day a writ of execution issued on said Judgment to the Sheriff of said County who on the same day levied upon said premises as the property of John H Woods to satisfy said Judgment and at the same time levied upon the following real estate in said County of Union as the property of Alf Scott viz part of Survey N° 1913 being the undivided half of the Tobias Bightler farm described as follows viz Beginning at a stone in the East line of said Survey at the South Margin of the Dwell and Blue Pike thence in the center thereof N 62 W 51 26/100 poles to a stone corner to the Walter Rhodes land thence with his land S 7. E 35 poles to a stone (red oak and hickory) S E corner of said land thence with the South line thereof S 82 W 49 60/100 poles to a stone N E corner of land conveyed by Thomas Bightler and Amos Bunnis thence with his line S 7° 30' E 40 poles to a stone another of his corners, thence with the South line of said land S 83 W 88 poles to a stone S W of the same and in the East line of the W^m Hall farm thence with his line S 7° 30' E 129 poles to a stake in the center of the Marysville and Bellefontaine Pike thence with the center of said pike S 71° 30 E 148 42/100 poles to the corner of the John C. Moore land thence with his line and the line the Tobias Bightler farm 150 1/2 poles to Moore's corner thence with his North line N. 83 E 42 poles to a stone corner to said Moore and in the East line of said Survey 1913 thence with the Survey line to the beginning containing 160 Acres. And at the same time levied on as the property of Alf Scott the following land to wit part of Survey No 5390 Beginning at a stake in the South line of Survey 5390 and S West corner of Mary M Newlons land thence with the Survey line S 83 W 114 37/100 poles to a stone S W corner of lot containing about 7 Acres conveyed by W. S. Lee to Henry N. Amaine January 21st 1887 thence with the West line of said lot N 9 W 62 1/2 poles to a stone corner of said lot with the center of a road thence with the center of said road N 83 1/2 E 26 20/100 poles to a stone corner to a lot containing 20 Acres Conveyed to Henry A. Amaine, January 11th 1879 thence with the line of said lot N 7 1/2 E 83 1/2 poles to a stake N W corner of said lot in the South line of Elijah Wolford farm thence with the South line of said farm and continuing with the line of Addison Lee N 82 E 88 70/100 poles to a stone N W corner of said Mary M Newton farm thence with the West line thereof S 7 1/2 E 146 poles to the beginning and known as the Newton and Amaine farms. Also the 1/3 of lots No- 6- 7- 8- 9- 10 and 11 as shown on Roney and Scott's subdivision of 24 Acres of the H. H. Woods land Recorded in Vol 10 on one on

Pages 224. 225 and 226 Also on the following as the property of John H. Wood viz- part of Sur lot No 70 above described. Also part of Lot No 68 of Said Village Beginning at the East margin of Main Street at the centre of the brick wall known as the Latham & Leighton building thence North with the line of Main Street 24½ feet to the S.W. corner of lot sold by J. H. Wall and wife to Hordes and Brayton (See Vol 31 page 603) thence with the S line of said lot and parallel with Centre Street 74 feet. thence South and parallel with Main Street 10 3/4 feet. thence East and parallel with centre Street to the Alley thence with the Alley South 13½ feet to the N.E. corner of a Step 24 inches wide sold by J. H. Wall and wife to said Ley thence with the North line of said Step to the beginning

The said S. N. McClelland at the time said Judgment was obtained against said Alf Scott and J. H. Wood and J. H. Robinson and S. N. McClelland as aforesaid the said McClelland owned in fee simple the following real estate in the Village of Marysville And upon which said Judgment became and is now a lien under the law viz a lot situated on the corner of Maple Street and Eight Street in the South East corner. 78 feet front on Eight and 166 on Maple and being the F. P. Hagen homestead see vol 74 page 211 & 212 also the North half of the lot conveyed to S. N. McClelland by George Grant May 9th 1882 (vol 63 page 535) see vol 78 page 157 of Union County Records of deeds- Also the pasture lot on Maple Street on the North side of the Mill Creek and between the Creek and said street containing 8 Acres in Survey No 83 54 described in deed by S. N. McClelland to his wife Nora B McClelland recorded in 1897 and recorded in Vol No 70 on page 577 of said Records of Deeds.

That said Farmers Bank for full consideration duly assigned said Judgment to A. B. Robinson who holds the same at the present time That prior to obtaining said Judgment by said Farmers Bank, said Alf Scott and his wife Lydia E. Scott executed to said S. N. McClelland John H. Woods and J. H. Robinson their Mortgage on said land before named as the Alf Scott property And upon certain other lands to indemnify them for security as follows 1st said note which they signed as surety for Alf Scott to said Farmers Bank which said Judgment was taken And 2nd the sum of $ 100 00 which said Scott owed Said John H. Woods and which said Woods assigned to the Bank of Marysville 3rd To indemnify said John H. Woods as his surety on a note to the 1st National Bank of Delaware Ohio. which mortgage was duly recorded and has been a first lien on all of said property since Oct 16th 1895 when it was recorded.

That since said Judgment was assigned to A. B. Robinson there has been an agreement signed by said J. H. Wood S. N. McClelland and J. H. Robinson and the holders of all of said claims That said Alf Scott should convey to Said Wilson for all of the said home stead of Alf Scott and Lydia E. Scott in consideration that $ 85 00 should be paid to J. H. Robinson in Trust to apply on said three claims owned by said Mortgage pro rata and he has paid on said three claims as follows the Amount received and paid out as shown by the copy of said account and bring all of the said sums coming from said for loaning of principal and interest and costs yet due to the holder of said Judgment the sum of $ 94 40 25/100 with 8 per cent interest from Oct 17th 1897 which is a lien on all of said premises of which the said J. H. Woods is liable for the one third and S. N. McClelland one third And J. H. Robinson one third- That said claim due said 1st National Bank of Delaware was put into Judgment by said Bank against Alf Scott and John H. Woods and levied on said lands and sold and said $ 13 00 note due John H. Woods and assigned to the Bank of Marysville was also put into Judgment and levied on said lands and sold and are a lien thereon - Said Alf Scott is insolvent and has nothing whereon to levy to satisfy either of said Judgments and the property which he mortgaged and which was levied upon is not sufficient to pay said liens thereon and said Judgment of the Farmers Bank.

That said S. N. McClelland conveyed said premises owned by him to his wife Nora B. McClelland without any consideration and as plaintiff is informed and believes has no property or real estate liable to execution other than said lands so conveyed by him to her since said Judgment against him was entered and his said lands so conveyed to her is still liable upon said

Judgment. This defendant holds a deed from said Alf Scott and his wife Lydia E Scott for said one third of the said Lots 6-7-8-9-10 and 11 And of the half of said Eighth farm in trust to indemnify said sureties and secure said claims due said 1st National Bank of Delaware and said Bank of Marysville. but has been unable to sell the same- H E Fullington is the owner of the 7/8 of said lots 6-7-8-9-10 and 11 And J H Roney is the owner of one undivided half of said Eighth farm and said L Newlon farm and on both of them there is claimed by said Roney to be a heavy lien which will nearly if not entirely exhaust the proceeds thereof when sold.

Therefore the plaintiff asks that all of said parties be made defendants hereto and that the lien holders aforesaid be all made defendants and be required to file their several Answers and set ups their several claims including said H E Fullington- The Bank of Marysville- The 1st National Bank of Delaware- The said S. N. McClelland and his wife Nora McClelland and the Peoples Bank of Marysville and Susan M. Richardson deceased of Wm M. Smith deceased and all who claims liens and that their several claims be adjudicated and there are amounts due them severally and the amount which is due from said S. N. McClelland on said Judgment of the Farmers Bank and said John H Wood owes thereon and that J H Robinson owes thereon and that all or so much of said real estate be sold as may be found necessary to satisfy said several claims due and a lien on said lands so that said 36 feet of the South side of Lot N270 aforesaid may be sold clear of all incumbrances and that such other and further relief may be granted as may be lawful and just- Also that a receiver of said premises may be appointed to manage said premises pending proceedings in this case

Robinson and Wood then
Attorney for Plaintiffs.

No 7926
Summons.

The State of Ohio Ottawa County, S.S.

J H Robinson being duly sworn deposes and says he believes the allegations of the foregoing petition are true.

J. H. Robinson.

Sworn to before me and signed in my presence this 5th of March 1898.

J. N. Gosnell. Clerk of Court.

To the Clerk.

Issue summons for John H Woods. Abie R. Woods. Hyslop Woods. Catherine Woods Alf Scott. Lydia E Scott S. N. McClelland and Nora E McClelland and endorse petition to foreclosure Mortgage, Marshall liens, and other equitable relief and decree upon petition and Cross petition of A. B. Robinson.

Robinson and Wood then Attorneys for Pltffs.

The Bank of Marysville hereby waives process on it in this case and enters its appearance herein.

Bank of Marysville.
H. E. Fullington Cashier.

April 10th 1898 I J H Robinson enter my appearance to the several Cross petitions-

J H Robinson.

| | | | |
|---|---|---|---|
| Oct 5th 1896 | Recivd of Elmer Coe | down payment | $15-00.00 |
| July 28th 1897 | Recivd of Elmer Coe | interest | 71.75 |
| Sept 11th 1897 | " " " " | Second payment | 871.75 |
| Oct 17th 1897 | " " " " | Last payment | 125-875 |
| | | | $3702.26 |

Paid out as follows.

| | | | |
|---|---|---|---|
| Oct 5th 1896 | To Delaware 1st National Bank | $421.48 | |
| " " " | Bank of Marysville | 376.20 | |
| " " " | On Farmers Bank claim | 702.32 | |
| Feby 26th 1897 | To Delaware 1st National Bank | 18.02 | |
| " " | Bank of Marysville | 20 14 | |
| " " | Farmers Bank claim | 33 59 | |
| Sept 11th 1897 | To Delaware 1st National Bank | 245 25 | |
| " " " | Bank of Marysville | 218.00 | |
| " " " | Farmers Bank claim | 408.50 | |
| Oct 17th 1897 | To Delaware 1st National Bank | 316 07 | |
| " " " | Bank of Marysville | 353 25 | |
| " " " | Farmers Bank claim | 589 43 | $3702 25 |

Susan M. Richardson Administrator

April 30th 1898 I enter my appearance to the petition and the several Cross petitions herein

Susan M. Richardson Administrator
By W. W. Merchant her Attorney.

---

The Clerk issued the following Summons on the 28th day of March A.D. 1898 to the Sheriff of Union County:

Summons.

No 7026
Summons.

The State of Ohio, Union County.

To the Sheriff of Union County.

You are hereby commanded to notify John H. Woods Abbie R. Woods, Hylas Woods Catherine Woods, Alf Scott, Lydia E. Scott S. N. McCloud and Nora E. McCloud that they have been sued by J. W. Robinson in the Court of Common Pleas of Union County, and must answer by the 23rd day of April A.D. 1898, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly

You will make due return of this summons on the 4th day of April A.D. 1898.

Witness my hand and the seal of said Court, this 26th day of March A.D. 1898

J. N. Gosnell. Clerk.

The State of Ohio }
Union County. } Sheriff's Return.

| Sheriff's Fees | $ | ¢ |
|---|---|---|
| Service and Return. | 1 | 55 |
| Mileage | | 48 |
| Copies | 1 | 20 |
| Total | $3 | 23 |

Received this writ March 28th A.D. 1898 at 8 O'clock A. M. and served same by delivering a true and Certified Copy of this writ with all of the endorsements thereon To John H. Woods, Abbie R. Woods, Alf Scott, Lydia E. Scott and Nora E. McCloud Personally To Catherine Woods and S. N. McCloud by leaving Copies at their usual place of Residence on March 28th 1898

J. Ed Robinson. Sheriff.

---

The following Cross Petition of A. B. Robinson was filed on the 26th day of March A.D. 1898

J. W. Robinson } Court of Common Pleas.
vs. } Union County Ohio.
John H. Wood et al. } Cross Petition of A. B. Robinson.

The said A. V. Robinson for his Cross petition says there is still due and unpaid upon the Judgment refered To in the plaintiff's petition by The Farmers Bank against Alf Scott principal and S. N. McM. McC. Boyd. John H. Hood. and J. V. Robinson as his sureties. the sum of Nine hundred and forty dollars and 85 cents with 8 per cent interest thereon since Oct 17th 1897 And which is a lien on the lands in the manner stated in said petition and he prays that the Court may enter a decree for the sum due as aforesaid and order said premises sold to pay said claim and for other relief.

A. V. Robinson.

Sworn to before me and signed in my presence this 26th of March 1898.

J. N. Gosnell Clerk of Court.

---

The following Answer and Cross Petition of The Farmers Bank was filed on the 26th day of March 1898

In the Court of Common Pleas of Union County.

J. H. Robinson Plaintiff.
Against.
John H. Hood. Abbie R. Hood Hylas Hood Catherine Hood A. V. Robinson. The Bank of Marysville Thaddeus Hood and George A. Stark and Bro. Defendants.

No 75-26.

Petition.

The Defendant The Farmers Bank. says, that it is a Corporation, duly incorporated under the Laws of the State of Ohio. That the said defendant John H. Hood is indebted to Plaintiff on a certain Promissory note of which the following is a Copy

$650.00 Marysville, Ohio, March 30th 1896

Six months after date, as Principal debtors we jointly and severally promise to pay to The Farmers Bank, or order, at its office in Marysville, Six Hundred and fifty Dollars for value received. And we hereby dispense with the demand of payment of this note, and Authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due. in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said note, with eight per cent. interest, payable annually after the same shall become due. together with costs of suits, and release all errors and waive all right of appeal in this behalf. Witness our hands and seals this Thirtieth day of March 1896.

John H. Hood."

Indorsed:" Int Pd. to Nov. 29-96 this 11-14-96." "Int Pd to Jany. 29/97 this 12/29/96." "Int Pd to March 29/97 this 12/10/97." There are no other credits or indorsements on said note. There is due and remaining unpaid upon said note from said defendant John H. Hood to said Defendant The Farmers Bank the sum of Six Hundred and fifty Dollars with eight per cent. interest from March 29th 1897. On the 30th day of March 1896 Came to secure the payment of said note the said defendants John H. Hood and Abbie R. Hood, his wife executed and delivered to said Defendant The Farmers Bank their certain Mortgage deed of that date, and thereby conveyed to said defendant. The Farmers Bank the following premises viz:

Being the undivided four-fifths of the following real estate: Situate in the Village of Marysville, County of Union and State of Ohio. Part of In Lot Number Seventy (70) and bounded and described as follows: Beginning at the intersection of the east line of Main Street with the North line of Sixth Street. Thence Easterly with the North line of said Sixth

and unpaid
ners Bank against
inson as his outlot.
nterest thereon since
said petition and
and order said

.
98.
Clerk of Court.

day of March 1896

at it is a
said defendant
the following is a Copy

96
promise to pay to
fifty Dollars for
nd authorize any
shall become due.
and service of
holden or holdens
the annually after
waive all right of
day of March 1896.
John H. Wood."
Int Pd to March
ere is due and
aid Defendant
ht per cent. interest
nt of said note the
ued to said
hereby conveyed to

o the Village of
of 1705 and bounded
line of Main Street
said Sixth

Street, 132 feet to the west line of the Alley. Thence, Northerly, with the west line of said Alley, 36 feet to the South east corner of John L. Leemans Part of said Out Lot No 70. Thence westerly, with said Leemans South line, 132 feet to the east line of said Main Street. Thence Southerly with the east line of said Main Street 36 feet to the beginning.

The condition contained in said Mortgage was in substance that if said John H. Wood should pay or cause to be paid the said note and interest then said mortgage to be void, otherwise to be and remain in full force and virtue in law forever.

On the 26th day of March 1896 at 10 Clock A. M. said mortgage was filed for record with the Recorder of said Union County, Ohio. And the same was duly recorded in Volume 34 Page 340 of the Record of Mortgages of said Union County, Ohio. Said deed has became absolute.

There is due and remaining unpaid upon said indebtedness the sum of Six Hundred and Fifty Dollars with eight per cent. interest thereon.

The said defendant Catherine Wood is the owner of the undivided one-fifth of said premises herein described and the said defendant Hyzas Wood is the husband of said Catherine Wood.

The Said plaintiff as alleged in his said petition holds a mortgage covering the entire premises herein described, the same having been executed by said Hyzas Wood and Catherine Wood his wife and John H. Wood and Abbie B. Wood, his wife. The said defendants A. B. Robinson, The Bank of Marysville, Thaddeus Wood, The First National Bank of Delaware Ohio, and George A. Clark and Bro. each have a judgment lien upon said premises. The said The First National Bank of Delaware, Ohio, having obtained its lien by virtue of a levy on an execution issued out of the Court of Common Pleas of Franklin County, Ohio.

The Plaintiff therefore prays that all of said parties herein be made parties defendant to this Action, and that each be required to set up their respective claims, or be forever barred as against said premises herein described, and that on the final hearing hereof Judgment be rendered in favor of said Defendant The Farmers Bank against said defendant John H. Wood for said sum of Six Hundred and Fifty Dollars with eight per cent. interest from March 29th 1897; that said mortgage be foreclosed, said premises ordered to be sold and the proceeds applied to the payment of said indebtedness in the order of its priority with the other liens, and for all other proper relief in the premises

John M. Brodrick.
Attorney for Plaintiff.

The State of Ohio } ss.
County of Union. }

Charles H. Southard being sworn makes oath that he is the Cashier of Said The Farmers Bank, Plaintiff herein, and that the facts stated in the foregoing Petition are as affiant believes true.

Charles H. Southard.

Sworn to by said Charles H. Southard before me and signed by him in my presence this 26th day of March 1898

J. N. Gosnell Clerk of Court

Clerk:

Issue Summons to Sheriff of Union County, Ohio for within named defendants returnable according to Law. Indorse: Foreclosure of Mortgage and equitable relief. Amount claimed $650.00 at 8% from March 29/97

John M. Brodrick.
Attorney for Plaintiff.

The Clerk issued Summons on the 17th day of May A.D. 1898 to the Sheriff of Union County

Summon in Cross-Petition

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

To the Sheriff of Said County:

You are commanded to notify James H. Roney That S. N. Mc Vora. E. Mc Cloud has filed an Answer and Cross-petition in the case of J. H. Robinson against John H. Wood et al in the Court of Common Pleas of Union County. And that he must answer by the 18th day June. A.D. 1898. or the said Cross-petition will be taken as true. and Judgment rendered according by

You will make due return of this Summons on the 30th day of May A.D. 1898.

Witness my hand and seal of the said Court, this 16th day of May A.D. 1898.

J. N. Gosnell Clerk

By Jno A. Gosnell Deputy.

The State of Ohio } Sheriff's Return.
Union County, S.S.

| | |
|---|---|
| Sheriff's fees. | Clk |
| Service | 20 |
| Mileage | 16 |
| Copy | 10 |
| Return | 20 |
| Total | $.81 |

Received this Writ May 16th A.D. 1898 at 8 O'clock P.M. and served same by delivering a true and Certified Copy of this Writ with all of the endorsements Thereon to J. H. Roney Personally on May 17th 1898

J. Ed Robinson
Sheriff.

---

The following Cross-Petition of the 1st National Bank of Delaware Ohio was filed April 12th 1898

No 7526
Cross Petition

J. H. Robinson v.s. John H. Wood et al } Court of Common Pleas
Union County Ohio
Cross Petition No 7526.

Now comes the First National Bank of Delaware in the State of Ohio and says it is an incorporated Company and that it obtained a Judgment in the Court of Common Pleas of Franklin County Ohio for the sum of $15.01 66/100 debt and $15.65/100 costs and incurs costs on the 5th of May 1896 That said Judgment draws 8 per cent interest and is still in full force and unsatisfied except as to three payments hereinafter mentioned leaving still due said Bank thereon the sum of $60.87/100 with 8 per cent interest since Oct 17th 1897 including said Costs of $15.65/100 That on the 9th of May 1896 a writ of execution on said Judgment by the Clerk of Said Court was rec'd by the Sheriff of Union County Ohio. by virtue of which said Sheriff on the 9th of May 1896 duly levied on as the property of Alf Scott the principal debtor on said Judgment the one undivided half of the Tobias Beightler farm of 186 60/100 in said petition described as part of Survey No 1913 - Also on the undivided one-half of the Newton farm in said petition described in Survey No 390 Also on the 1/3 of lots 6-7-8-9-10 and 11 in No 330-4. in said petition described - Also on 7/5 of the 36 feet off the South side of In Lot No 70 of Marysville described in said petition - Also the Brick store house in Marysville Ohio between the Marysville Bank building and the J.J. Moulock brick building in said petition described - Also the residence house and Lot of said John H. Wood in Marysville between the Jail Lot and the residence of J. H. Tillon on the South side of Gentle Street the Court Herein bring on as the property of John H. Wood who with J. H. Robinson and S. N. Mc Cloud are the sureties for Alf Scott on a Judgment by the Farmers Bank against them.

uff of Union County

ora. E. Mc. Cloud
inst John Hs.
ust Answer by
me. and

A.D. 1898.

nell Clerk
nell Deputy.

ved & served same
f the endorsements

obinson
Sheriff.

iled April 12th 1898

ays it is ans.
mmon Pleas of
cuse costs on the
full force and
the said Bank
nding said
t by the Clerk of
ed Sheriff on the
e on said
said petition
ston farm in
and 11 in No 3365 4.
n Lot No 70 of
ille Ohio between
n said petition
nsville between
e Street the Court
nd S. N. Mc. Cloud
against them.

but for which said sureties has been indemnified by a prior mortgage by said A.J. Scott and his wife Lydia E. Scott on said Eighteen farm and said Newton farm and on said Lot 6-7-8-9-10-And 11 and to secure the Judgment of the Bank of Maysville by its answer And to the claim of this defendant aforesaid.

Wherefore this defendant prays for a finding of the Court of the sum due on said Judgment and for an Order of Sale of all of said real estate and that the several liens be also marshaled.

Said Mortgage of said Scott and wife was dated October 16th 1895 and duly Recorded on the same day and is a valid lien from that date, the sums paid this Defendant is as follows to-wit: February 28th 1897 $18.00 September 11th 1897 $245.25/100 And $421.46 November 9th 1896 And October 17th 1897 $316.97/100

Robinson and Woodburn Attorneys
For The 1st National Bank of Delaware.

The State of Ohio Union County. S.S.

J.H. Robinson being duly sworn says he is one of the Attorneys of the 1st National Bank of Delaware in the foregoing case and said Bank is an incorporated Company non-resident of Union County Ohio. And he believes the allegations of the said Cross-Petition above are true.

J.H. Robinson.

Sworn to before me and signed in my presence this 12th day of April 1898
John A. Gosnell
Deputy Clerk.

---

The following Cross Petition of The Bank of Maysville was filed on the 12th day of April 1898

No 7526
Cross Petition

J.H. Robinson Plaintiff
vs.
John H. Wood. et al Defendants

Court of Common Pleas.
Union County Ohio
Cross Petition of the Bank of Maysville

The Bank of Maysville defendant comes and for its cross-petition says that on the 13th of April 1896 it took Judgment in this Court for $1212 debt and $7.75 costs which draws 6 per cent interest- said Judgment was against Alf Scott and John H. Wood. There has been paid thereon by J.H. Robinson $376.20 Oct 5th 96 $20.14 March 2nd 1897 $218.00 September 13th 1897 And $36.03.25 October 25th 1897 leaving a ballance. April 20th 1898 $383.56

An Execution issued on said Judgment April 13th 1896 and was by the Sheriff levied on The 36 feet of lot 1570 mentioned in said plaintiff's petition- Also on the Brick Store house in Maysville of said Wood's between the Maysville Bank Building and J.J. Moorbeck's store house on Main Street mentioned in said petition- Also on the House and Lot known as the John H. Wood Residence between the Jail Lot and J.H. Robinson Lot in said petition described and became then and is now a lien on said properties from April 13th 1896.

This defendant The Bank of Maysville asks for a decree against said Scott and said Wood's for the said Amount due it on said Judgment and for an Order of Sale of said premises to Satisfy said claim and for other proper relief

Robinson and Woodburn
Attorneys for the Bank of Maysville.

The State of Ohio Union County. S.S.

W.C. Fullington being duly sworn says he believes the allegations of the foregoing Cross Petition are true and further says he is the Cashier of said Bank of Maysville

W.C. Fullington

Sworn to before me and signed in my presence this 10th of April 1898.
J. N. Gosnell Clerk.

The following Entry was filed on the 2nd day of May A.D. 1898

No 7526. Entry.

J. H. Robinson Plaintiff
vs.
J. H. Hood et als Defendants.

Union County Ohio
Common Pleas Court.
No 7526
Entry.

Now come the defendants. D. N. McClure and Noah E. McClure and by leave of Court file their Answer and Cross-Petition herein and same filed.
J. H. K.

The following Entry was filed on the 2nd day of May A.D. 1898.

No 7526. Entry.

J. H. Robinson
vs.
John H. Hood et ux et thers.

No 7526.

This day came the parties to this action and submitted this cause to the Court, Whereupon the Court being fully advised in the premises find there is due plaintiff from John H. Hood and Hylas Hood on the notes and mortgage set upon his petition the sum of five Hundred and forty seven dollars on seven per cent interest which sum is the first and best lien on the part of said Lot No 70 in the Village of Marysville described in said petition and that said Abbie B. Hood and Catherine Hood's signed said mortgage. Therefore it is considered and adjudged by the Court if said John H. Hood and Hylas Hood fail for two days to pay said sum and the costs herein that an Order of Sale issue to the Sheriff of this County commanding him to appraise, advertise, and sell according to Law said part of said Lot No 70 to satisfy said Sum and Costs and incurred Costs.-

And this Cause coming on to be heard on the Cross petition of A. B. Robinson, The Court find the allegations thereof to be true and that there is due him as alleged on said Farmers Bank Judgment from said Alf Scott and Lydia E. Scott as principal debtors and J. H. Robinson D. N. McClure and John H. Hood as their sureties the sum of Nine hundred and seventy nine dollars and sixty-five cents on 8 per cent interest which is the first lien on the undivided one third of said Lots Nos-6-7-8-9-10-and 11 described on said petition and is also a lien on the undivided one half of the Tobias Beightler farm in said petition described subject to a Mortgage thereon to the Michigan Mutual Life Insurance Co. Amounting to $ with interest from the day of 1898 given by J. H. Roney and Alf Scott and is also a lien on the one undivided half of said Newton and Amine farm described in said petition subject to a prior Mortgage to the Union Central Life Ins Co for the sum of $ with interest from 189 given by J. H. Roney and Alf Scott= The Court also find there is due to the Bank of Marysville on its Cross petition filed in this case. from John H. Hood the sum of Three hundred and Eighty four dollars as therein alleged which is a lien on the said property of John H. Hood and on the said property of Alf Scott by reason of the mortgage mentioned in plaintiffs petition as indemnity- And the Court further find there is due The First National Bank of Delaware as alleged in its Cross petition the Sum of Six hundred and seventy six dollars from John H. Hood and Alf Scott and which is a lien as alleged in its Cross-petition. It is therefore considered and ordered that out of the proceeds of the

Sale of said Lots 6-7-8-9-10 And 11 and said Brightlee farm and said Newton and Amrine farm Said Bank of Marysville receive their pro rata share bring the same per cent with said A. B Robinson Judgments all bring liens of the same date and as to all other matters in said Cause, the same is passed for further orders.

---

The following Answer and Cross-petition of S. N. Mc. Noah E. Mc Cloud was filed on the 30th day of April 1898.

State of Ohio Union County. S.S.

J. H. Robinson.- Plaintiff.
V.S.
John H. Wood. Hylas Wood. Abbie R. Wood. Catherine Wood. A. B. Robinson. Alf Scott. & Lydia Scott. S. N. Mc. Cloud Noah E. Mc. Cloud. James H. Roney and others Defendants.

No 7526.
Court of Common Pleas.

Answer and Cross. Petition of S. N. Mc. Cloud and Noah E. Mc. Cloud Defendants.

Now comes the defendant. S. N. Mc. Cloud and answering for himself and his co-defendant Noah E. Mc. Cloud says, in answer to the petition of the Plaintiff In his second Cause of Action.

That he admits that the Farmers Bank obtained judgment as therein set forth against said Alf Scott as Principal and John H. Wood, S. N. Mc. Cloud and J. H. Robinson sureties in the Amount named but says said judgment was also against said Lydia E. Scott. Said defendants said S. N. Mc. Cloud and Noah E. Mc. Cloud admit that said judgment became a judgment lien on all the premises at that time in the name of said Alf Scott. Lydia E. Scott, John H. Wood. S. N. Mc. Cloud and J. H. Robinson. and still remains a lien against Said premises but says that said judgment was and is not a lien against the separate premises of said Noah E. Mc. Cloud that were in her name at that time. And only effect said Noah E. Mc. Cloud as to her subsequently acquired title in the lands of said S. N. Mc. Cloud. Said defendants Admit the levy upon the premises of said Wood and Scotts as set forth in Said Second Cause of Action Said Mc. Clouds admit that said S. N. Mc. Cloud at the time of said judgment was the owner of the Hazen Homestead at corner of Maple and 8th Sts Marysville Ohio. but says that said premises were at said time and are now still encumbered by a prior lien To-wit: a Mortgage lien to The Citizens Savings and Home association for the full value of said premises.

Said Mc. Clouds also admit that at the date of said judgment said S. N. Mc. Cloud was the owner of the North half of the Lot conveyed to said S. N. Mc. Cloud by Geo. Court May 9th 1882. And that said judgment was and still is a lien upon said premises Said Mc. Clouds also admit that the pasture Lot on Maple Street 8 Acres Survy 3354. Recorded Vol 70 Page 517 was in the name of said S. N. Mc. Cloud and that said judgment was and still is a lien upon said premises. Said Mc. Clouds also admit that said judgment was assigned to A. B. Robinson and that he still holds the same.

Said Mc. Clouds Admit the execution by said Scott and Wife of a mortgage to said S. N. Mc. Cloud, Jno. H. Wood and J. H. Robinson to indemnify them as sureties as set forth in said Second Cause of Action.

Said defendants admit the agreement to transfer certain property of said Alf and Lydia E. Scott to Palmer Coe and the said J. H. Robinson was to act as Trustee for said sureties as set forth in said Second Cause of Action and that said Robinson applied the sums received by him as stated and that there is a balance due on said

Judgment of $940.25 with 2 o/o int from Oct 17th 1897 as stated in petition and which is a lien upon the premises as above stated, and that said S. N. McClond is liable for the 1/8 thereof. Said defendants Said McClonds deny that Said Alf Scott is insolvent but says that his interest in Lots 13 6-7-8-9-10 and 11 as shown by Roney and Scotts Subdivision of 24 Acres of the Woods land, and the interest of said Scott in the Newlove farm (or Hanny or Amrine farm) and the interest of Said Scott in the Brightler farm. (Said three premises being fully set forth in the petition of the Plaintiff) is sufficient to satisfy the said judgment lien taken by said Farmers Bank and now owned by said A. B. Robinson, without causing Said sureties said J. H. Wood, S. N. McClond and J. H. Robinson Said defendants Said S. N. McClond and Norah E. McClond admit that said S. N. McClond transferred his title in said premises to said Norah E. McClond but deny that the same was without consideration but say the said conveyances were for a good and valuable consideration but said S. N. McClond and Norah E. McClond says that said transfer of said premises was made subject to said judgment lien taken by said Farmers Bank and now owned by said A. B. Robinson Said S. N. McClond also denies that he has no other property or real estate liable to execution, other than the lands so sold and transferred to said Norah E McClond, but that neither he nor said Norah E. McClond seek to evade said judgment lien so far as it affects the lands so transferred to said Norah E. McClond. but admit said lien. Said defendants admit that said J. H. Robinson holds a deed from said Scotts for 1/3 of Said Lots 6-7-8-9-10 And 11 And of the 1/2 of said Brightler farm. as true and to indemnify said sureties. but deny that said James H. Roney is the owner of said Brightler farm or said Newlove (or Amrine) farm, and deny that said Roney has any lien upon said farms or either of them.

The said defendants Said McClond's say that Said J. H. Robinson, has failed to render any account or statement of the rents issues or profits of said Lots 6. 7. 8. 9. 10 and 11 or of the 1/2 of said Brightler farm, held by him as Trustee &c.

That no one else has rendered any statement thereof. Said defendants Said McClonds say that said Scotts interest And Said Fullingtons interest in Said Lots was that of Tenents in Common. And that the interest of Said Alf Scott and James H. Roney in said Brightler farm and in said Newlove (or Amrine) farm was that of Tenants in Common. Said McClond is informed and believes and therefor alleges that Said James H. Roney has received all the rents and profits of said two farms and that said Fullington has received the rents and profits of said lots. And therefore ask that said J. H. Robinson as Trustee and said W. C. Fullington and said James H. Roney as joint owners be required to file full statement and account of the rents issues and profits of said premises. No 15-26 Order of Sale.

That as for the other allegations of said Plaintiff in said petition. Plaintiff has no knowledge or information and therefor denies same. That these defendants said S. N. McClond join with the Plaintiff in asking that all parties be made defendants herein that all the lien holders be made defendants and be required to file their serval Answers and set up their serval claims. including said W. C. Fullington. And also said James H. Roney and the other persons named in Plaintiffs Petition and that their serval claims be adjudicated And the Amounts due them serially and that the said sureties on said Farmers Bank judgment said Wood, Robinson and McClond have their proper accounting and Statement of their respective liabilities thereon. and that the estate of said Scotts Defirs and exhausted And so much of the estate of said Jno H. Wood as may be necessary. if any to settle said Woods share of said Farmers Bank judgment now owned by said A. B. Robinson and that such other and further relief may be granted as may be right and proper to all parties concerned.

Second. Answering further as to said Cross-petition of said A. B. Robinson says that said Robinson already has judgment for the Amount claimed by him. that as to the claims of the defendants The 1st National Bank of Delaware & and the Bank of Marysville. and the

Farmers Bank. The defendants Mc Clouds have no knowledge and therefore deny the same.
Third: Said Defendants Said Mc Clouds say that said James H Roney should be made a party hereto and required to set up his claim herein that his rights and the rights of the securities of said A-H Scott may be determined herein.

Therefore these defendants pray for the adjustment of the several claims and interests affected herein and that the interest of said Aff Scott in said real estate held jointly with said W. B Snelling ton and said James H Roney be determined and that the same be sold to satisfy the Said judgment now owned by said A. B. Robinson. that if said estate of said Scott shall not be sufficient to satisfy said judgment that the liabilities of his sureties thereon respectively be determined and so much of said John H. Woods premises as may be necessary to satisfy his proportion thereof be sold and applied therein so as to leave these defendants to pay only so much of said judgment as may be their just and proper share.

These defendants also ask for an accounting for the rents issues and profits of said Scotts Real Estate since the date of the deed of Trust to said J. W. Robinson mentioned in Petition And for such other and further relief as may be right and proper.

J H. Kinkade Attorney for S. N. Mc Cloud and
Noah E. Mc Cloud. Defendants.

State of Ohio. Union County.

Personally appeared S. N. Mc Cloud who being duly sworn says that the statements and allegations in the foregoing pleading are true as he verily believes

S. N. Mc Cloud.

Sworn to and subscribed before me this 29th day of April 1898.

Thomas Mulcahy Notary Public

---

The following Order of Sale was issued on the 11th day of June A. D. 1900.

Order of Sale.

No 15-26
Order of Sale.

The State of Ohio.
Union County, S.S. } To the Sheriff of Said County- Greeting:

Whereas at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 2nd day of May 1898 J. W. Robinson obtained a Judgment and Decree against John H Wood et als. for the sum of Two and 85/100 Dollars, costs of suit.

And Whereas it was then and there, by said Court Ordered, Adjudged, and decreed, that the Said John H Wood et als. within Two days from the 2nd day of May A. D. 1898 pay unto the said J. W. Robinson. $567.00 A. B. Robinson. $979.65 Bank of Marysville. $884.00 First National Bank of Delaware $676.00 the said sum of Dollars, with interest from the day of 189 . and costs aforesaid: and on default to pay the same, that an Order of Sale issue to the Sheriff of said County, Commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the Plaintiff's petition. &c. And, Whereas, the Two days aforesaid have fully expired, and the said Sum of $2596.65 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record:

We, therefore, Command you, that you proceed, without delay, to appraise, advertise, and sell, according to the statute regulating Judgments and Executions at Law, the following lands and tenements, situate in the Village of Marysville, in the County of Union in the State of Ohio: To-wit: Thirty six feet off of the South side of In Lot No 70 of said Village. And extending to John Ansmans part of said Lot.

Also upon the following Real estate in said County of Union as the property of Aff Scott: viz: Part of Survey No 1913. being the undivided half of the Tobias Beightler farm, described as follows: viz:- Beginning at a stone in the east line of said Survey at the South margin of the

Jewell and Blue Pike: Thence with the center thereof N. 62. W. 51. 10/100 poles to a stone corner to the Walter Rhoades land: Thence with his lands S. 7. E. 35 poles to a stone (Red Oak and Hickory) S.E. corner of said land: Thence with the South line thereof. S. 82. W. 49. 60/100 poles to a stone N.E corner of land conveyed by Thomas Beightler and Amos Burris: Thence with his line S 7 deg 30 min E. 40 poles to a stone, another of his corners: Thence with the South line of said land S. 83. W. 88. poles to a stone. S.W of the same and in the east line of the Wm Hall farm: Thence with his line S. 7 deg. 30 min E. 129 poles to a stake in the center of the Marysville and Bellefountain Pike: Thence with the center of said Pike S. 71 deg 30 min E 148 7/100 poles to the corner of the John T. Moore's land:

Thence with his line and the line of the Tobias Beightler farm. 150 1/2 poles to Moores corner: Thence with his North line N. E 3. E. 42. poles to a stone corner to said Moore, and in the east line of said Sunny. 1913: Thence with the Sunny line to the beginning containing 160 Acres.

Also the 1/3 of Lots No 6-7-8-9-10 and 11 as shown by Roney and Scotts Subdivision of 24 Acres ~~of~~ ~~and~~ of the N.W. Woods Land Recorded in Vol No one on pages 224-225 and 226.

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 6th day of May A.D. 1898.

J. W. Gosnell. Clerk.

Sheriff's Return.

| | | |
|---|---|---|
| The State of Ohio Union County. SS. | | |
| Sheriff's Fees. | $ | ¢ |
| Service | | 25 |
| Levy | | 25 |
| Sum Appraisers. | 1 | 00 |
| Swaring Appraisers | | 25 |
| County's Appraisers | 1 | 00 |
| Writing Appraisal. | | 25 |
| Copy of Appraisal. | | 25 |
| Notice to Printer | | 25 |
| Writing Notice | | 25 |
| Mileage. | | 64 |
| Poundage. | 42 | 00 |
| Return | | 25 |
| Total | $47 | 14 |
| Appraisers Fees | $3. | 00 |

In obedience to the command of the Order of Sale hereto annexed, I did, on the 10th day of May 1899 Summon A. M. Scott. B. F. Carmean. and Dyer Reed Three disinterested freeholders residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and aforward, on the 10th day of May A.D. 1898. Said Appraisers returned to me, under their hands, and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Thirty-five Hundred and Twenty and 00/100 Dollars.

A certified Copy of said Appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas of said County.

And on the 11th day of May 1898 I caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general circulation in Union County) said Lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 11th day of June A.D. 1898 at One o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks: And in pursuance to said notice, I did, on said 11th day of June A.D. 1898. at the time and place above mentioned, proceed to offer said lands and tenements at public sale. And then and there came A. R and C. Hood, J. H. Robinson and J. H. Skinkle, who bid for the same the sum of Forty Two Hundred and 00/100 Dollars And said sum being more than two-thirds of the appraised value thereof, and said A. R and C. Hood, J. H. Robinson and J. H. Skinkle being the highest and best bidder therefore, I then and there publicly sold and struck off said lands and tenements to them for

Said Sum of Forty Two Hundred and ⁰⁰/₁₀₀ Dollars.

J. Ed Robinson Sheriff

Sold first discribed Tract to A. R. & C. Wood for $ 1975.⁰⁰
Sold Second discribed Tract to J. W. Robinson for $ 180.⁰⁰
Sold Third discribed Tract to J. H. Kinkade for $ 425.⁰⁰

---

The following Sheriff's Sale was filed on the 5th day of July A.D. 1898.

Sheriff's Sale.

J. W. Robinson
vs.
J. H. Wood et al

On Order of Sale.

J. W. Robinson Attorney

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, June 11th 1898 at or about the hour of 1 O'clock P. M. on said day the following discribed real estate to-wit:

Situated in the Village of Marysville in the County of Union in the State of Ohio. to-wit:

Thirty-six feet off of the South side of inlot No 70 of said village. and extending to John Thomas's part of said Lot. Also upon the following real estate in said County of Union as the property of A. J. Scott, viz: Part of Survey No 1913 being the undivided half of the Tobias Brightbill farm, described as follows: viz: Beginning at a stone in the east line of said Survey at the south margin of the Jewell and Blue pike; Thence with the center thereof N. 62° W 51 20-100 poles to a stone corner to the Walter Rhoades land; Thence with his land: S 7° E 35 poles to a stone (two oak and hickory) south east corner of said land; Thence with the south line thereof S 82° W 49 60-100 poles to a stone northeast corner of land conveyed by Thomas Brightbill and Amos Burris; Thence with his line S 7° 30' E 40 poles to a stone, another of his corners; Thence with the South line of said land S 83° W. 88 poles to a stone southwest of the same and in the east line of the Wm Hall farm; Thence with his line S 7° 30' E 129 poles to a stake in the center of the Marysville and Bellefontaine pike; Thence with the center of said pike S 71° 30' E 148 49-100 poles to the corner of the John T. Morris land; Thence with his line and the line of the Tobias Brightbill farm 150 1/2 poles to Morris's corner; Thence with his north line N. 83° E 43 poles to a stone corner to said Morris and in the east line of said Survey 1913; Thence with the Survey line to the beginning, containing 160 Acres;

Also the 1/3 of Lots Nos 6-7-8-9-10 and 11, as shown by Roney and Scotts subdivision of 24 Acres of the W. W. Wood's land recorded in Volume No 1 on pages 224. 225. 226

First described 36 feet of Lot No 70 appraised at $1.60
Second described undivided 1/2 of 160 Acres appraised at $1.600
Third described undivided 1/3 of Lots No 6-7-8-9-10 and 11 appraised at $820.

Terms of Sale Cash.

J. Ed Robinson
Sheriff Union County Ohio.

May 11th 1898-5 P.M.

The State of Ohio, Union County. S.S.

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 11th, 1898

W. C. Steaver.

Sworn to and subscribed before me, this 5th day of July. 1898.

J. N. Gosnell. Clerk.

Printers fees $23.25

---

The following Answer of John H. Wood was filed on the 28th day of June A.D. 1898.

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

J. M. Robinson Plaintiff. / Against / John H. Wood et al. Defendants. } No 75·26 Answer of John H. Wood.

And now comes the said defendant John H. Wood and for his Answer herein says that he admits that he owns the undivided one-half of the mortgage now owned by said Plaintiff and that the one-half of the amount thereof should be charged to his undivided four-fifths of the premises sold herein owned by said John H. Wood and Catherine Wood. Further Answering this defendant says that he is a resident of the State of Ohio, is a married man, the head of a family, and that neither he nor his wife is the owner of a homestead, and he asks that out of the proceeds of the sale of said premises, viz: part of In-Lot No 70 in the Village of Marysville Ohio. he be allowed Five Hundred Dollars as an exemption in lieu of a homestead, next after the payment of the mortgages therein, and for all proper relief in the premises.

John M. Brodrick.
Attorney for John H. Wood.

The State of Ohio. } S.S.
County of Union.

John H. Wood the above named defendant, being sworn makes oath that the facts stated in the foregoing Answer are, as affiant believes True

John H. Wood.

Sworn to by Said John H. Wood, before me and signed by him in my presence this 28th day of June 1898

J. N. Gosnell Clerk of Court.

The following Entry was filed on the 7th day of September A.D. 1896.

No 75·26 Entry.

Aaron B. Robinson and Mary E. Robinson Executor of James M. Robinson. v.s. John H. Wood et al. } No 75·26

This day this cause came on to be heard on the note of J. H. Roney Defendant to set aside the sale made in this case by the Sheriff of what is described as the Brighton Farm and also what is known as the Newton Farm and the Court being fully advised in the premises finds that the sale of the above described Land should be set aside for imperfect description and other irregularities. Therein.

The said Sale therefore of the said Brighton Farm and of the said Newton Farm is hereby set aside and as to the said Defendant J. H. Roney this case is Continued And he is granted leave to file Answer and Cross Petition within 30 days.

Robinson and Woodburn
Attorneys for Plaintiffs.

The following Entry was filed on the 2nd day of September A. D. 1898.

Aaron B. Robinson and Mary E. Robinson
Executrix of James H. Robinson.
v.s.
John H. Wood et al.

This day this cause came on to be heard upon the Motions of A. B. Robinson for leave to file Reply to the Answer and Cross Petition of John H. Wood which Motion was sustained by the Court and leave was granted to said A. B. Robinson to file said Reply forth-with which is accordingly done.

Robinson and Wood Trans.

---

The following Reply was filed on the 2nd day of September A. D. 1898.

J. H. Robinson, Plaintiff
v.s.
J. H. Wood and Others Defendants

Reply of A. B. Robinson.
Court of Common Pleas of
Union County Ohio.

The Said Defendant A. B. Robinson for Reply to the Answer and Cross Petition of John H. Wood says that on the 7th day of March 1896 and prior thereto for many years the said John H. Wood owned the property on West Fifth Street of Marysville Ohio adjoining the County Jail and also a notion Store in Marysville Ohio consisting of a Genual Stock of Notions and Dry Goods of great value- That Said Woods at that time and ever since has been insolvent- that at the date aforesaid the said J. H. Wood conveyed to his two children John E. Wood and Carie Wood the said property on Fifth Street then and ever since used by him as his residence and Homestead- and assigned and transfered to his said daughter Carie Wood his Said Stock of Notions and Dry Goods it being the whole of said Notion Store- That said Conveyance and sale were for the purpose of evading the payment of the debts of said John H. Wood and without adequate Consideration- That Said Grantors were paid for said properties and that said Sale and Conveyance were in fraud of this defendants rights That at the time of said Sale and said Conveyance the said John H. Wood had contracted the debt for which this suit is brought and the same was a valid existing debt against him at the time and he had not sufficient property left to pay his debts and no property to pay the claim of this respondent:

That the said John H. Wood has continued to occupy said Real Estate for his residence ever since the same as before said Conveyance- and that he continues to manage and carry on the Notion Store ever since said Sale the same as he did prior to said Sale and is now in full possession of the same.

Therefore said A. B. Robinson denies the right of said J. H. Wood to receive Five Hundred dollars or any other sum of money in Lieu of Homestead out of said Sale he having other property which he conceals under said Conveyance and Sale.

Therefore said A. B. Robinson asks as in his Cross Petition that his said Claim be ordered paid out of the proceeds of said sale prior to any Allowance for Homestead and for such other and further relief as is right and proper in the premises.

A. B. Robinson
Robinson and Wood Trans.
Attorneys for Defts A. B. R.

The State of Ohio. } S. S.
Union County.

A. B. Robinson being first duly sworn says he believes the statements of the foregoing Reply are true.

A. B. Robinson.

Sworn to before me and subscribed in my presence this day of Sept. 1898.
J. N. Bonnell Clerk.

The following Entry was filed on the 6th day of September A.D. 1898.

J. H. Robinson Plaintiff.
v.s.
J Hs. Wood et al. Defendants. } Entry.

This day this case was called up And thereupon it was made to appear to the Court that the Plaintiff James H Robinson is now deceased and that Aaron B. Robinson and Mary E. Robinson are the Executors of the Last Will and Testament of said James H Robinson Deceased duly appointed and qualified as such.

It is therefore ordered by the Court that said Aaron B. Robinson and Mary E Robinson as the Executor of said James H Robinson Deceased be substituted as Plaintiff in this case.

Robinson and Woodburn Attys

The following Entry was filed on the 7th day of September A.D. 1898.

No 7526
Entry.

J. H. Robinson
v.s.
John Hs. Wood et als. } Court of Common Pleas
Union County Ohio.
Entry.

By agreement of all the parties herein the above case is continued as to the Eighty and Amaine farms described in the Petition herein of Scotts and Roney's and no Order of Sale is to issue against said lands during said Continuance until next Term of said Court. Thirty days is granted J. Hs. Roney to Answer herein.

D. W. Ayers Attorneys for J Hs. Roney.
Robinson and Woodburn.

Brodrick for J. Hs. Wood.

J Hs Kinkade. Attorney for Mrs Cloud.

The following Demurrer to reply of A. B. Robinson was filed on the 14th day of September 1898.

In the Court of Common Pleas of Union County Ohio.

J. H. Robinson. Plaintiff.
Against
John Hs Wood. et al. Defendants. } No 7526.
Demurrer.

And now comes the said defendant John Hs. Wood, by his Attorney, and demurs to the reply of said defendant A. B. Robinson to the Answer of said Defendant, John Hs. Wood, herein filed, and for ground thereof says:

That said reply does not state facts sufficient to constitute a valid defense to the said Answer.

John. M. Brodrick.
Attorney for John Hs. Wood.

No 75-26
Entry.

The following Entry was filed on the 27th day of September A. D. 1898.

A. B. Robinson and Mary E. Robinson. Executors. v.s. John H. Wood and Others. } Entry

This day the defendant A. B. Robinson asked leave of the Court to withdraw his answer and reply to the Cross Petition of John H. Wood in this case. and there being no objections the same was ordered by the Court to be withdrawn and taken from the files.

Robinson and Wood Attys.

---

The following Entry was filed on the 27th day of September A. D. 1898.

J. H. Robinson. v.s. John H. Wood, et al. } No 7526. Entry.

This day this cause came on for hearing on Motion of the Plaintiff to confirm the sale of part of Out Lot No 70 in the Village of Mansville heretofore made herein, and the Court being fully advised in the premises, and on careful examination of the proceedings of the Sheriff herein in that behalf find that said proceedings and sale have been had in all respects in conformity to the order of the Court and the statutes in such case provided.

It is therefore considered, ordered and adjudged that said sale be and the same hereby is approved and confirmed and the said Sheriff is ordered to convey said premises to said purchasers Abbie R. Wood and Catherine Wood by a good and sufficient deed.

And the Court coming now to distribute the proceeds of said sale order that the Sheriff out of the money in his hands, viz: $1975.00

Pay: 1st The taxes, penalty and interest in said premises Amounting to $86.84

" 2nd, The costs of this action (pertaining to said premises) Amounting to $44.54

Leaving a balance of $1843.62

of which the Court finds 4/5 ($1474.90) belongs to John H. Wood and 1/5 ($368.72) belongs to Haylas Wood.

Out of said John H. Woods interest, viz:

| | |
|---|---|
| he pay 1/2 of Plaintiff's Mortgage interest Amounting to | $286.21 |
| The Mortgage of The Farmers Bank, Amounting to | $729.77 and |
| The balance to said John H. Wood to apply on his executions | $458.12 |
| | $1474.90 |

Out of said Haylas Woods interest, viz: $368.72

he pay one half 1/2 of Plaintiff's Mortgage and interest Amounting to $286.21 and

The balance to The Bank of Mansville to apply on its judgment $82.51

$368.72

Brodrick for The Farmers Bank and Wood.

Robinson and Wood Attys for A. B. Robinson and Plff's.

---

The following Entry was filed on the 28th day of September A. D. 1898.

No 75-26 Entry. A. B. Robinson, Mary E. Robinson, Executors v.s. John H. Wood et al. } No 75-26 Entry.

This day came the Defendant A. B. Robinson and submits to the Court his Motion to set aside a Confirmation of Sale made in this case at this term of this.

Court to J. H. Skinkade of the undivided 1/3 of Lots 6-7-8-9-10 and 11 as described in Plaintiff's Petition and the Court being fully advised in the premises and there not having been any purchase money paid on said Sale and the said Skinkade declined to take said Lots - the said Confirmation of said Sale to said Skinkade is hereby set aside by the Judgment and Decree of this Court.

Robinson and Wood Attys.

---

The following Order of Sale was filed on the 21st day of January A. D. 1899.

Alias Order of Sale.

The State of Ohio,
Union County, S.S.

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 2nd day of May 1898. obtained a judgment and decree against A. B. Robinson for the Sum of Nine Hundred and Seventy Nine 79/100 Dollars and Thirty four 02/100 Dollars, costs of Suit:

And, Whereas, it was then and there by said Court ordered, adjudged and decreed that the said John H. Wood et al, within Two days from the 2nd day of May A. D. 1898 pay unto the said A. B. Robinson, the Sum of $979 79/100 Dollars. with interest at 8 per cent. from the 2nd day of May 1898 and costs aforesaid: and upon default to pay the same, that an order of sale issue to the Sheriff of said County, Commanding him to proceed according to the Statute regulating Judgments and executions at Law. to sell the real estate described in the Plaintiff's Petition, etc.

And Whereas, after the Two days aforesaid have fully expired, and the said Sum of $ 979 79/100 Dollars. and costs aforesaid, had not been paid, or any part thereof, as appeared to us of record, then in accordance with said order of the Court an order of Sale issued out of this Court, on the 6th day of May A. D. 1898 under which the following lands and tenements were appraised, advertised and offered for sale, to-wit:

Situate in Paris Township, Union County Ohio To-wit:

Being the one third of Lots Nos 6-7-8-9-10 and 11 as shown by Roney's and Scott's Subdivision of 24 Acres of the W. H. Woods land. Recorded in Vol No 1 on Pages 224 and 225 and 226.

And Whereas, no sale was had under said order.

We. Therefore Command You, that you proceed without delay to Advertise and Sell, according to the Statute regulating Sales on Judgments and Executions at Law, the said premises above described under the Appraisement had under the said former Sale, to-wit: $ 320 00 and the money's 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 hereof.

Witness my hand and Seal of said Court, this 19th day of December A. D. 1898.

Jasper N. Gosnell Clerk.

Sheriff's Return.

The State of Ohio, Union County, S. S.

| | | |
|---|---|---|
| Sheriff's fees | $ | ¢ |
| Notice to Printer | | 25 |
| Writing Notice. | | 25 |
| Mileage | | 16 |
| Poundage. | 2 | 30 |
| Return. | | 25 |
| Conveying Appraisement thereto | 1 | 50 |
| Total | $ 4 | 71 |

In obedience to the command of the Order of Sale hereto annexed, I did on the 21st day of December 1899 cause to be advertised in The Marysville Tribune (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale, at the door of The Court House of said County, on the 21st day of January A. D. 1899. 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 21st day of January A.D. 1899, 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 A. B. Robinson who bid for the sum of Two Hundred and Thirty and 00/100 Dollars and said sum being more than two-thirds of the appraised value thereof, and said A. B. Robinson being the highest and best bidder therefor. I then and there publicly sold and struck off said Lands and tenements to him for said sum of Two Hundred and Thirty and 00/100 Dollars

J. Ed. Robinson. Sheriff.

---

The following Sheriff's Sale was filed on the 19th day of January A.D. 1899.

Sheriff's Sale.

J. H. Robinson
vs.
John H. Wood et al.

A. B. Robinson, Attorney.

On Order of Sale.

Court of Common Pleas, Union County Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, January 21st 1899. at or about the hour of 1 o'clock P. M. on said day the following described real estate to-wit:

Situated in the Township of Paris, County of Union and State of Ohio. and bounded and described as follows: Being the one-third of Lots Nos 6-7-8-9-10 and 11 as shown by Roney and Scotts Sub-division of 24 acres of the H. H. Woods land, Recorded in Volume No 1 on pages 224-225-226

Appraised at $320,00

Terms of sale cash.

J. Ed Robinson.
Sheriff Union County Ohio.

Dec 21st 1898: 5 W.

The State of Ohio, Union County, S.S.

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 Dec. 21st 1898.

W. B. Shaw.

Sworn to and subscribed before me, this 19th day of January 1899.

J. N. Gosnell Clerk.

Printers Fees $11 00

---

The following Answer of J. H. Roney was filed on the 10th day of January A.D. 1899.

J. H. Robinson Plaintiff
v.s.
John H. Wood et als. Defendants

Court of Common Pleas
Union County Ohio.

Answer of James H. Roney.

The defendant James H. Roney now comes by leave of the Court and for his Answer herein, says:

That in the year 1887 A. J. Scott and himself purchased the Two farms known as the Beightler and Amaine farms referred to in the Answer and Cross Petition of S. N. and Lena E. McClelland. That this defendant by way of compliance with the said Answer and Cross Petition asking him to make an account of his and said Scott's affairs as to said farms says that he denies that there is now or was at the time of the filing of said Answer and Cross Petition or since the year 1887 any funds in his possession or under his control

belonging to the said Scott. He says that in the year 1887 they purchased the Amanine farm and paid as purchase money $ 817.62 and executed a mortgage thereon on which there is now owing as principal the sum of $ 351.87 That there has been expended for improvements Taxes - interest on said Mortgage, and interest on other loans connected with and in the Management of said farm the sum of $ 4198.22 that said Scott and Roney have received as the proceeds from said farm the sum of $ 2617.57 That there has been a loss to said Scott and Roney in the management of said farm of $ 1580.65 since said year of 1887 the date of their said purchase of said farm - which includes expenses for improvements on said farm. That in the year 1887 Said A.J. Scott and this defendant purchased what is known as the Brightlee farm and paid thereon as purchase money the sum $ 1098 and executed a mortgage thereon to secure the residue of the purchase money therefor on which there is now owing the sum of $ 4000.00 And since said date have expended for improvements Taxes interest on said mortgage and interest on other Loans connected with the management of said farms the sum of $ 5778.50/100 That the said Scott and this defendant have received as proceeds from said farm since said date of 1887 the sum of $ 8732.25

That there has been a loss in the management of said farm since said date until the present time of $ 2046.3/4 which includes expenses for improvements on said farm - That said sums so Expended and received is a full and correct statement of the receipts and Expenditures as to both of said farms — so far as this defendant can ascertain after full and careful investigation of their said account That Dollars of the foregoing sum stated as loosed was paid by this defendant out of his own means to satisfy interest on said Mortgages on said farms and Taxes thereon -

This defendant says that by the payment by himself of said sum of Dollars that the indebtedness of said Scott on said lands is decreased And that he ought not to be required to place said lands with his own means in the condition to enable said Sureties to be relieved in whole or in part from their liability stated in said petition And Answer and Cross Petition -

That before he was made a party herein and before he was served with Summons in this case an Entry was placed on the files of said Court without the Sanction or Endorsement of any Attorney of Record giving the plaintiff a first lien on said A.J. Scotts interest in said farms -

This defendant asks that said Entry may be set aside and held for naught and that he may be decreed by reason of having paid said $ of the A.J. Scotts share of said defendant to have a first lien against said Scotts one half interest in said farms for said sum of $ with interest

D. W. Ayres.
Attorney for Defendant.

State of Ohio. }
Union County. } S. S.

James H. Roney being first duly sworn says the facts stated and allegations contained in his foregoing Answer are as he believes true.

J. H. Roney.

Sworn to before me and signed in my presence this 9th. day of January 1899.

J. N. Gosnell Clerk of Court.

The following Entry was filed on the 23rd day of January A.D. 1899.

A. B. Robinson Executor of James H. Robinson. v.s. John H. Wood et al. | 7526.

This day came Plaintiff by his Attorneys and produced in Court the Report of the Sheriff of Union County Ohio of a Sale made of Real estate in this case to A. B. Robinson he being the best and highest bidder therefor - To wit -

Situate in Paris Township Union County Ohio in Survey No 8364 and being the undivided one third of the following described Real estate To-wit - Lots (6) Six (7) Seven (8) Eight (9) Nine (10) Ten (11) Eleven of the Subdivision of the H. H. Woods Lot Containing 24 Acres - the Lots as above given being shown upon the Roney and Scott Plat of said Subdivision Recorded in Plat Book No 1 on Pages 224 & 225 And the Court having examined said Report and the proceedings had by said Sheriff in said Sale and having found the same in all respects regular and in Conformity with Law - the same was approved And Confirmed by the Court -

It is therefore considered ordered adjudged and decreed by the Court that the Sale Made to A.B. Robinson of the Real estate aforesaid he being the highest and best bidder therefor and having bid more than the two thirds of the Appraised value thereof be confirmed And the Sheriff of said County is hereby ordered to convey the same to said purchaser by a suitable and sufficient deed as the Law directs And for other purposes this case is Continued

And it is further ordered that the proceeds of said Sale be distributed as follows

1st in payment of costs
2nd " " " Taxes
3rd " payment of the Judgments of The Delaware Nat. National Bank & of The Marysville Bank and of A. B. Robinson pro-rata as their serval interests may appear.

| | |
|---|---|
| To The 1st National Bank of Delaware | $872.18 |
| To The Marysville Bank. | $350.00 |
| To A. B. Robinson | $1047.50 |

The following Reply of A. B. Robinson was filed on the 30th. day of May A.D. 1899.

James H. Robinson. Plaintiff v.s. John H. Wood & Others Defendants | Court of Common Pleas of Union County Ohio. No 7526.

Reply of A.B. Robinson.

The said Defendant A B Robinson for himself and as Executor of James H. Robinson in reply to Answer and Cross Petition of J. H. Roney says he has no knowledge of the dealings and account between Said Roney and said Scott and for the purposes of this Suit denies the Statements made in regard thereto -

He further denies that any Journal Entry has been made in this case describing any claim of this Defendant or of Plaintiff or any of the parties hereto was a first lien upon any Real Estate of Said Roney or in which he had an interest

In further Answering to the Cross Petition of S. N. McClelland this defendant says that Said James H Robinson accounted for all moneys that came to his possession or control as Master and the same is set forth in the Petition in this case - and he further says that all the money received from any source whatever to the benefit of the parties herein since the filing of

Said Petition is Two Hundred and thirty dollars from the sale of the 24 Acres (the undivided ½ thereof) in said Petition described as on the Milford Road and that the sum has been paid out as directed by the order of this Court as follows Eighty and 13/100 costs in this case and to the Delaware National Bank fifty seven and 45/100 dollars and to the Marysville Bank Twenty three and 45/100 dollars and this defendant A B. Robinson Eighty seven and 97/100 dollars all being paid pro rata in proportion to their respective claims Therefore this Defendant asks for such Equitable relief as is right and proper.

Robinson and Woodburn Att'ys for A. B. Robinson

And for A. B. Robinson as Executor of James H. Robinson.

The State of Ohio. } S. S.
Union County. }

A. B. Robinson being first duly sworn says the foregoing Statements are true as he believes

A. B. Robinson.

Sworn to before me and Subscribed in my presence this 25th day of March 1899

Jno A. Connell Deputy Clerk.

---

May 8th

The following Entry was filed on the 2nd day of May A. D. 1899.

No 75-26 Entry.

J. H. Robinson, Plaintiff. v. S. J. H. Wood et al. Defendants } No 75-26. Entry

This case being called for hearing defendant S. N. McClelland is granted 30 days to Plead further herein.

J. H. Kinkade for McClelland.

---

June 19th

The following Entry was filed on the 19th day of June A. D. 1899.

Union County Ohio Common Pleas Court.

No 75-26. Entry

J. H. Robinson Plaintiff v. S. J. H. Wood et al. Defendants } Entry.

This cause came on for hearing the defendant S. N. McClelland was given until August 1st 1899 to plead further herein:

J. H. K.

---

The following Reply of S. N. McClelland and Nora E. McClelland to Answer of J. H. Roney was filed August 1st 1899.

J. H. Robinson Plaintiff v. S. John H. Wood et al. Defendants } Court of Common Pleas. Union County Ohio. No 75-26.

Reply of S. N. McClelland and Nora E. McClelland to Answer of J. H. Roney.

Now comes the Defendant S. N. McClelland, by leave of Court, for himself and his co-defendant Nora E. McClelland, in reply to Answer of said James H. Roney, says, that he denies each and every

Allegation set forth in the Answer of said Roney, except the statement that in the year 1887 said Scott sold Roney purchased the two farms known as the Bigelow and Amerine farms, that he especially denies the claims of said Roney, that said Roney, paid out of his own means any sum whatever to satisfy interest or taxes from said farm he especially denies that said Roney made any payment decreasing the indebtedness of said Scott on said land and he further denies that said Roney has any claim whatever against the interest of A.J. Scott in said farms.

That he reiterates the prayer contained in his Answer and asks that the same be granted and for such other further relief as may be right and proper.

State of Ohio, Union County. S.S.

S. N. McClelland being duly sworn, says, that the statement in this foregoing reply is true as he verily believes.

S. N. McClelland.

Sworn to before me and signed in my presence this 1st day of August 1899

J. N. Connell Clerk of Courts

No 5673
Lien Docket.

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 Term: on the 28th day of April in the year of Our Lord One Thousand Nine Hundred.

Be it remembered that heretofore Viz: on the 26th day of September A.D. 1899. the following Motion for conditional order of service of dormant Judgment and to make Isaac Hughes the party to said Judgment was filed in the Clerks Office of the Court of Common Pleas by Thomas Reed Plaintiff's Attorney.

Court of Common Pleas of
Union County Ohio.

No 5673
Lien Docket.

L. G. Johnson. Plaintiff.
Against.
A. L. Webb. and Isaac Hughs. Defendants.

Motion for conditional order of service of Dormant Judgment and to make Isaac Hughs party to Said Judgment.

The relator P. H. Lind says he is the owner of a Judgment for the sum of $61 50/100. fifty one Dollars and Sixty cents rendered against A. L. Webb. as principal and Vile Skinner as surety in favor of L. G. Johnson Said Judgment was rendered by D. G. Scally J. P. of Scioto Township Delaware County, Ohio on December 29th 1891 Said Judgment was rendered on a note of hand signed by A. L. Webb. as principal and Vile Skinner as surety payable to Isaac Hughes. the name of Isaac Hughes appears on the back of note as indorser as shown by Transcript from said Justice Docket filed in this Court December 1st 1893 Said Judgment was assigned to P. H. Lind by Nellie V. Coates. Administratrix of the estate of L. G. Johnson Deceased. Now therefore the said P. H. Lind Moves this Court for a Temporary order to revive the said Judgment against A. L. Webb. as principal and Isaac Hughes as indorser said order prayed for to be for the full Amount of said Judgment with interest from December the 29th. 1891 with cost. that said Isaac Hughes be cited to appear and Show Cause, why he should not be made a party to this Judgment.

Thomas Reed. Attorney for Plaintiff.

---

The following Entry was filed on the 29th day of September A.D. 1899.

L. G. Johnson.
vs.
A. L. Webb. and Isaac Hughs.

Case No 5678. Motion Docket.

Entry.

This day this case came on to be heard on the Motion of P. H. Lind the relator and owner of the Judgment named in his Motion to revive Judgment against A. L. Webb as principal and Isaac Hughes as indorser the Court being fully advised in the matter allowed the temporary order as asked for in the relators Motion.

Thomas Reed Attorney for Relator.

---

The following Affidavit for Publication was filed on the 24th day of February A. D. 1900.

Court of Common Pleas. of Union County Ohio.
L. G. Johnson. Plaintiff
vs.
A. L. Webb. Isaac. Hughes. Defts.

Affidavit for Notice by Publication.

Thomas Reed being duly sworn says he is the Attorney for P. H. Lind who is the owner of the Judgment herein sought to be revived and that he has made diligent ingening and he can not find the whereabouts or address of A L Hett. one of the defendants herein he says that at the September Term of this Court a temporary order of revivor was granted to the relator P. H. Lind to revive the Judgment in the above case against A. L. Hett. as principal and maker and Isaac Hughes as indorser of certain note on which judgment was had against A L Hett. and Isaac Hughes and assigned to the relator as shown by Transcript filed in this Court for the Sum of $61.60 and shown by temporary order in this case said temporary having been duly granted and entered upon the Journal of Said Court that the Amount owing by said defendants to the relator upon said Judgment is the said Amount with interest as above stated and that the said A L Hett. is a non resident of this the State of Ohio this Affidavit is made for the purpose of serving the conditional order of revivor herein upon said A. L. Hett. by publication.

Thomas Reed Attorney for Relator

Sworn to by Thomas Reed and subscribed by him in my presence this 26th day of February A. D. 1900.

J. N. Goonell

Clerk of Court.

---

The following Proof of Publication was filed on the 19th day of April A. D. 1900

Legal Notice

A. L. Hett, whose place of residence is unknown, late of Lewisburg Township, Union County Ohio, you are hereby notified that in the case of L. G. Johnson against you in the Court of Common Pleas of Union County and State of Ohio, upon the heretofore rendered against you in favor of L. G. Johnson, which Judgment has become dormant a Conditional order of revivor of said Judgment has been entered in said Court in the Sum of $61.60 with interest from the Ninth day of October, A. D. 1892, for which amount said Judgment is unsatisfied and requiring you to show cause in said Court why said Judgment should not be revived against you for the Amount of money stated as aforesaid by the 12th day of April, 1900 or the same will stand revived accordingly.

P. H. Lind

By Thomas Reed his Attorney

Feb 28th 1900- 6w.

The State of Ohio, Union County, S. S.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for six consecutive weeks in The Marysville Tribune, a newspaper of general Circulation in the County of Union, the first publication beginning with February 28th 1900.

W. A. Shearer.

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

J. N. Goonell Clerk.

By R. McElroy Deputy.

---

The following Conditional Order of Revivor of Judgment Issued to the Judgment Defendant was filed on the 10th day of March A D. 1900.

Conditional Order of Revivor Issued to the Judgment Defendant.

The State of Ohio, Union County, S. S.

To The Sheriff of Union County, Greeting:

Whereas, In the case of L. G. Johnson against A. L. Hett et al. 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:

who is the owner of
ening and he can
he says that at the
s- P. H. Lind is
ten and Isaac
Webb and Isaac
for the sum of
en duty granted
defendants to the
and that the said
the purpose of
dication
orney for Relator-
February A. D. 1900.
Goonell
lerk of Court.

1900

Ohio, you are hereby
Union County and
d Judgment has
t in said Court
which amount
why said
heard by the 12th

P. H. Lind
y Read his Attorney

Notice was published
ntation in the

Shearer.

Goonell Clerk.
Deputy.

dant was filed

dant.

mmon Pleas of
and entered to wit-

In this cause, on the Motion of said plaintiff L. G. Johnson by P. H. Lind the relator and it being made to appear to the Court that the said Judgment herein has become and is dormant, and that there is still due thereon the sum of fifty Seven $^{60}/_{100}$ Dollars and Three and $^{50}/_{100}$ cents, with interest from the 29th day of December A. D. 1892. It is therefore ordered that said A. L. Webb and Isaac Hughes be, and they are hereby ordered to show cause why the said sums of money should not be revived on or before the 19th day of April A. D. 1900 and in default of such showing, that said Judgment to stand revived for said sums of money.

You are hereby commanded to serve this writ upon the said Isaac Hughes who are required to Answer unto the same by April 7th 1900. and make return of the same on the 19th day of March A. D. 1900

Witness my hand and the seal of said Court this 10th day of March A. D. 1900.

J. N. Goonell. Clerk.

The State of Ohio,
Union County S.S.

Sheriff's Return.

| | | |
|---|---|---|
| Sheriff's Fees | $ | ¢ |
| Servic | | 25 |
| Milage | 2 | 08 |
| Copy. | | 15 |
| Return | | 20 |
| Total | $2 | 73 |

Received this writ March 12th A. D. 1900 at 8 o'clock A. M. and, pursuant to its Command. I served the same by delivering a true and certified copy of this Writ with all of the endorsements thereon to Isaac Hughes, by leaving a Copy at his usual place of residence on March 16th 1900 after diligent search and inquiry A. L. Webb was not to be found within my bailwick.

J. Ed. Robinson, Sheriff.

The following Precipe was filed on the 27th day of February A. D. 1900.

To Clerk.

Issue Summons in the above entitled case to the Sheriff of Union County Ohio. returnable according to law.

Isaac Hughes.

The following Summons on Conditional Order of Revivor was filed on the 16th day of March. A. D. 1900.

Summons on Conditional Order of Revivor.

The State of Ohio, Union County, S.S.

To the Sheriff of Union County: Greeting:

Whereas, in the case of L. G. Johnson against A. L. Webb and Isaac Hughes 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 L. G. Johnson by P. H. Lind and it being made to appear to the Court that the said Judgment herein has become and is dormant, and that there is still due thereon the sum of fifty Seven $^{60}/_{100}$ dollars and Three $^{50}/_{100}$ Dollars Costs, with interest from the 29th day of December 1892.

It is therefore ordered that said Isaac Hughes be, and they are hereby ordered to show cause why the said Judgment for said sums of money should not be revived on or before the 7th day of April A. D. 1900. and in default of such showing, that said Judgment to stand revived for said sums of money.

You are hereby commanded to serve this writ upon the said Isaac Hughes who are required to Answer unto the same by 7th day of April 1900 and make return of the same on the 19th day of March A. D. 1900.

Witness my hand and the Seal of said Court this 10th day of March A. D. 1900.

J. N. Goonell. Clerk.

The State of Ohio
Union County.

Sheriff's Return.

| | | |
|---|---|---|
| Sheriff's Fee | $ | 90 |
| Service | | 25 |
| Mileage | 2 | 08 |
| Copy. | | 15 |
| Return | | 25 |
| Total | $2 | 73 |

Received this writ March 12th A.D. 1900 at 8 O'clock A.M. and pursuant to its command I served the same by Delivering a True and Certified Copy of this writ with all of the endorsements thereon to Isaac Hughes by leaving a Copy at his usual place of Residence on March 16th 1900 after diligent search and inquiry A. L. Webb was not to be found within my Bailiwick.

J. Ed. Robinson. Sheriff.

The following Journal Entry was filed on the 20th day of April A.D. 1900.

Court of Common Pleas of Union County Ohio.

P. H. Lind. Relator.

L. R. Johnson. Plaintiff.
Against
A. L. Webb and Isaac Hughes. Defts.

Order Reviving Judgment.

This day this case came on to be heard by the Court and the Court finding that said defendants have been duly served with a Copy of the Conditional order of review heretofore issued herein (or by publication) 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 $67 60/100 and $3 85 and 60 cts cost with interest at 6 per cent per annum be and the same doth stand revived against the said A. L. Webb and each of them and that the plaintiff recover against them Jointly and severally his costs in and about this proceeding of review incurred and expended taxed at Dollars.

Thomas Reed Attorney for
P. H. Lind. Relator.

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 D. Duncan Dow, Judge of said Court. of the Term of September to-wit: on the 11th day of September in the year of Our Lord One Thousand Eight Hundred and Ninety Nine.

Be it remembered that heretofore to wit: on the 11th day of September A.D. 1899. the following Motion for Conditional order of review of dormant Judgment was filed in the Clerks office of the said Court of Common Pleas by Thomas Reed Plaintiffs Attorney.

Court of Common Pleas. of Union County Ohio.

P. H. Lind. Plaintiff.
Against
Isaac Hughes. Defendant.

Motion for conditional order of
Review of Dormant Judgment.

P. H. Lind the abv named Plaintiff moves herein for the allowance of a conditional order of review of the judgment rendered in Justices Court before T. W. Martin J. P. of Leesburg Township Union County Ohio. on the 30th day of December A.D. 1893 in favor of Plaintiff against Defendant for the Sum of $22 75/100 and Plaintiffs costs taxed at $1 50/100 with interest at 6 per cent of which judgment a Transcript was filed in this Court Jan 16th 1894 which judgment is

wholly unsatisfied and upon which no Execution has been issued out said Order to be for the full amount of said Judgment and cost with interest from the 30th day of December 1898.

Thomas Reed Attorney for Plaintiff.

---

The following Entry was filed on the 20th day of June A.D. 1899.

Court of Common Pleas of Union County Ohio.

P. H. Lind. Plaintiff. / Against / Isaac Hughes. Defendant } Conditional Order of Revivor of Dormant Judgment.

Plaintiff P. H. Lind

In this cause on Motion of said Plaintiff. P. H. Lind and it being made to appear to the Court that the said Judgment herein has become and is Dormant and that there is still due thereon the Sum of $22.75 Dollars and costs with interest from the 30th day of December 1898 it is therefore ordered that said Isaac Hughes be and 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 1899 and in default of such showing that said Judgment to stand revived for said Sums of money.

Thomas Reed

Attorney for Plaintiff.

---

The following Precipe was filed on the 21st day of June A.D. 1899.

To Clerk.

Conditional Order of Revivor of Judgment Issue in the above entitled case to the Sheriff of Union County returnable according to law.

Thomas Reed. Attorney for Plaintiff.

---

The following Conditional Order of Revivor of Judgment Issued to the Judgment Defendant was filed July 1st 1899.

Conditional Order of Revivor Issued to the Judgment Defendant

The State of Ohio, Union County. S.S.

To the Sheriff of Union County: Greeting:

Whereas, in the case of P. H. Lind against Isaac Hughes 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 P. H. Lind and it being made to appear to the Court that the said Judgment herein has become and is dormant, and that there is still due thereon the sum of Twenty two and 75/100 Dollars and One and 25/100 Dollars costs, with interest from the 30th day of December A.D. 1898.

It is therefore ordered that said Isaac Hughes be and they are hereby ordered to show cause why the said Judgment for said Sums of money should not be revived on or before the 1st day of August A.D. 1899. And in default of such showing, that said Judgment to stand revived for said Sums of money.

You are hereby commanded to serve this Writ upon the said Isaac Hughes who are required to Answer unto the same by August 1st 1899 and make return of the same on the 1st day of August A.D. 1899.

Witness my hand and the Seal of said Court this 21st day of June A.D. 1899.

J. N. Gosnell Clerk.

The State of Ohio. } Sheriff's Return.
Union County. S.S.

| | | |
|---|---|---|
| ~~Sheriff's fees~~ | | |
| Service | | 50 |
| Mileage | 2 | 24 |
| Copy. | | 15 |
| Return. | | 25 |
| Total | $3 | 14 |

Received this Writ June 23rd A. D. 1899 at 8 o'clock A. M. and pursuant to the Command I served the Same by delivering a True and Certified Copy of this Writ with all of the endorsements thereon to Isaac Hughes Personally on June 30th 1899.

J. Ed Robinson
Sheriff.

The following Entry was filed on the 11th day of September A.D. 1899

Court of Common Pleas of Union County Ohio.

P. H. Lind Plaintiff. } Final Order of
Against } Renew of Judgment.
Isaac Hughes Defendant.

Entry

This day, this cause came on to be heard by the Court finding that said Defendant has 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 $22.75 and cost with interest at the rate of 6 ℘ Six per cent per annum be and the same doth stand revived against the said Isaac Hughes and that the Plaintiff recover against him his cost in and about this proceeding of revivor incurred and expended.

Taxed at Dollars.

Thomas Reed
Attorney for Plaintiff.

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable D. Duncan Dew Judge of Said Court, of the Term of April To-wit: on the 8th day of June A. D. One Thousand nine Hundred.

Be it remembered that heretofore To-wit 6th day of April A. D. 1900 Jay Donnels filed in the Clerks Office of the Said Court of Common Pleas, the following Petition against Anna Donnels. To-wit:-

Court of Common Pleas. Union County Ohio.

No 7786
Petition.

Jay Donnels Plaintiff. } Petition
Against.
Anna Donnels. Defendant.

The Plaintiff says: That he is a bona-fide resident of the State of Ohio. and has been such a resident of said State for more than one year last past.

That on the 10th day of November 1890 at the city of Fremont Sandusky County. Ohio. he was married to the defendant, and has since said marriage conducted himself toward the defendant as a faithful, chaste, and indulgent husband.

That as the issue of said marriage there were born three children to wit: Essie aged 8 years Ethel aged seven years, and Lloyd aged six years.

The plaintiff further represents, that said defendant, on the 15th day of January 1897

wholly disregarding her duties as a wife, willfully abandoned and deserted the plaintiff, and for more than three years last past has been willfully absent from him without a reasonable or just cause.

The plaintiff, therefore, prays that he may be divorced from said defendant, and that he may be given the care and custody of said Floyd above named, and that he may have such other and further relief as in law and equity he may be entitled to.

Porter & Porter, Attorneys for Plaintiff.

Jay Donnels, the plaintiff herein being sworn, makes oath, that the facts stated herein are true as he believes.

Jay Donnels.

Sworn to by Jay Donnels before me, and signed by him in my presence, this 6th day of April A. D. 1900.

Milo L. Myers Notary Public.
Union County Ohio.

Notary fee 40 cts.

To the Clerk:

Issue a Summons in this case, directed to the Sheriff of Sandusky County at Fremont Ohio, which deliver to plaintiffs Attorneys, together with a certified Copy of this petition.

Porter & Porter.

April 6th 1900.

---

The following Summons in Petition for Divorce was filed on the 7th day of April A. D. 1900.

The State of Ohio, Union County, ss.

To the Sheriff of the County of Sandusky.

You are commanded to notify Anna Donnels that Jay Donnels has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on her) charging her with willful absence for more than three years and asking that he be divorced from her and that he be decreed the custody of their child Floyd 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 16th day of April A. D. 1900.

Witness my hand and the Seal of said Court at Marysville this 7th day of April A. D. 1900.

Jasper N. Gosnell.
Clerk of the Court of Common Pleas, Union County, Ohio.

---

Jay Donnels, Plaintiff
Against
Anna Donnels, Defendant. } No 7786.

I hereby waive the issuing and service of the Summons hereto attached; and I enter my appearance as defendant in said cause: and acknowledge the service of the copy of the petition by the plaintiff: and I waive all questions as to time, and consent that said divorce action may be heard at any time after the return and filing of said Summons hereto attached.

Mrs. Anna Donnels
Defendant.

April 8th 1900.

The following Entry was filed on the 8th day of June A.D. 1900.

No 7786
Entry.

Jay Domuls. Plaintiff.
Against
Anna Domuls. Defendant
} Entry.

Now came the plaintiff and the defendant having been duly served with Summons, and a copy of the petition herein, and having failed to appear, the Court find her in default for Answer and demurrer to said petition, and that the allegations thereof are confessed by her to be true.

The Court also find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union and that the parties hereto were married as in said petition set forth.

7789
Summons.

The Court further find, upon the evidence adduced, that the defendant has been guilty of willful absence from the plaintiff for more than three years last past, and that by reason thereof, the Plaintiff is entitled to a divorce as prayed for.

It is therefore ordered, and adjudged by the Court that the marriage contract heretofore existing between the said Jay Domuls, and said Anna Domuls 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 said Floyd, youngest child of the parties hereto be, confided to the said plaintiff exclusively.

It is further considered by the Court that the said Plaintiff recover from the said Defendant his costs herein expended.

Porter & Porter for Plaintiff.

---

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable D. Duncan Dow Judge of said Court, of the Term of April Term on the 8th day of June in the year of Our Lord One Thousand Nine Hundred

7789
Entry

Be it remembered that heretofore To-wit: on the 18th day of April A.D. 1900 Pearl H. Haines filed in the Clerks Office of the said Court of Common Pleas, the following Petition Against Lowra Haines. To-wit:

7789
Petition.

Pearl H. Haines. Plaintiff
vs.
Lowra Haines. Defendant
} Court of Common Pleas of Union County Ohio
Petition.

The Plaintiff Pearl H. Haines alleges that he has been a resident of the State of Ohio for the year last past and is at present a bona fide resident of the County of Union in said State

That he was married to the defendant Lowra Haines on the 26th day of October 1874 and that ever since said date he has conducted himself toward her as a faithful, kind and considerate husband.

That the defendant regardless of her marital duties toward him on the 6th day of April 1897 willfully abandoned and deserted him. The plaintiff, and for more than three years last past has been willfully absent from him without any reasonable cause.

The plaintiff therefore prays that the marriage contract existing between him and the said defendant be dissolved and that he be divorced from her and for such

Other relief as equity may require

Pearl H. Haines By Jas E Robinson his Attorney.

To the Clerk of the Court:

Issue Summons together with a copy of the foregoing Petition to the Sheriff of Union County for Laura Haines in the foregoing action and make same returnable according to law.

James E. Robinson
Attorney for Plaintiff.

---

The following Summons in Action for Divorce was filed on the 16th day of April A.D. 1900.

7787
Summons.

Summons in Action for Divorce.

The State of Ohio, Union County, S.S.

To the Sheriff of the County of Union.

You are commanded to notify Laura Haines that Pearl H Haines has filed, in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on her) charging her with willful absence and desertion 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 23d day of April A.D. 1900.

Witness my hand and the Seal of said Court at Marysville this 16th day of April A.D. 1900

J. K. Connell Clerk
By R. McElroy Deputy Clerk.

| Sheriffs Fees | $ | ¢ |
|---|---|---|
| Service. | | 20 |
| Copy. | | 25 |
| Mileage | 1 | 92 |
| Return. | | 25 |
| Total | $2 | 62 |

Received 8 o'clock A.M. on the 14th day of April A.D. 1900 and on the 14th day of April A.D. 1900. I served the same upon the defendant Laura Haines. by leaving at her usual place of Residence a true copy hereof together with a certified copy of the petition in this case.

J. Ed Robinson Sheriff.
By Allen Haines Deputy.

7789
Entry

June 8th, 1900 the following Entry was filed:-

Pearl Haines
Vs.
Laura Haines

Court of Common Pleas, Union County Ohio.

This cause came on this day to be heard on the petition and the evidence, the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find her in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by her to be true. The Court further find from the evidence adduced that the defendant has been guilty of willful absence, for the three years last past, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Pearl H. Haines and Laura Haines, be and the same hereby is dissolved, and both parties are released from the obligations of the same.

Pleas continued and held in the Court House at 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 April towit:- on the 4th day of April in the year of our Lord One Thousand Nine Hundred.

Be it remembered that heretofore towit:- on the 4th day of January A. D. 1900, Katy Spencer filed in the Clerks office of the said County's Court of Common Pleas the following Petition against Levi A. Spencer towit:-

Katy Spencer, Plaintiff
vs
Levi A. Spencer Defendant

Court of Common Pleas.
Union Co. Ohio
Petition:-

Plaintiff says that she has been a resident of the state of Ohio for more than a year last past, and that she now has a bona fide residence in the said County of Union. She further says that on the 30th day of May 1890, at Union County Ohio, She was married to the defendant and has ever since conducted herself as a faithful and obedient wife. The following are the children born of said marriage:- Albert aged 9 years, Fredrick aged 6 years, Maude aged 4 years and Rosa 1½ years.

No. 7752 Petition

Ever since about May 1893 the defendant has willfully failed and neglected to provide plaintiff and family with necessary victuals, clothing and provisions of any kind, although able-bodied and capable of earning wages at common labor, and as a R.R. section hand throughout all of said period, and throughout said period plaintiff has in consequence of defendants said neglect been wholly dependent upon her own exertions and the charity of friends and the public charities for a living. The Infirmary authorities of Hardin County about 4 years ago found homes for the two little boys where they have ever since been. The little girls have always remained with plaintiff.

The defendant ever since the marriage has been extremely abusive towards plaintiff in his language habitually by cursing her and using the vilest language against her, so that living with him was intolerable, and for the last 4 or 5 yrs. she has only lived with him a week or two each year. Defendant would come back each year and force himself on her for a few days, during which he would continually abuse and vilify the plaintiff and then leave and be absent for many months. Defendant threatens to continue said visits and abuse and will continue and repeat the same unless restrained by the injunction of the Court. Plaintiff is now living with her two little girls with her parents, where they have a comfortable home

No. 7752 Summons

No. 7752 Return

which they will lose if defendant is permitted to force himself in there as threatened. Plaintiff asks that she be divorced from the defendant and for the custody of the two little girls, and that the defendant enjoined from interfering with them or plaintiff in the meantime and from interfering with plaintiff in their custody or forcing himself into her home or disturbing same. Mrs. Katy Spencer.

J. B. Cole.

Atty for Plaintiff.

Mr. Clerk please issue summons and copy of petition in above entitled case returnable according to law.

J. B. Cole.

Atty for plaintiff.

---

The following summons in action for divorce was ~~issued~~ Jan. 6th, 1900.

Summons in Divorce.

The State of Ohio
Union County ss.

To the Sheriff of Union Co:

You are commanded to notify Levi A. Spencer that Katy Spencer 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 abuse, 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.

No. 7752
Summons

You will make due return of this summons on the 15th day of January A.D. 1900.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 6th day of January A.D. 1900.

J. A. Gosnell, Clerk.

On the 8th day of January A.D. 1900 the following return was made.

The State of Ohio
Union County ss.

Received this writ Jan. 6th. A.D. 1900 at 8 o'clock A.M. and served same by leaving at the usual place of residence of Levi A. Spencer a true copy of this writ together with a certified copy of petition on the 8th day of January 1900.

No. 7752
Return

J. Ed. Robinson, Sheriff.

| Sheriff's Fees. | |
|---|---|
| Service and return | $.50 |
| Mileage | 2.88 |
| Copy | 15 |
| Total | $3.53 |

Katy Spencer Plaintiff
vs.
Levi A. Spencer Defendant.

The following entry was filed Apr. 4th. 1900.

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear the court finds him in default for answer and demurrer to said petition and that the allegations thereof are confessed by him to be true.
The Court further finds from 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 therefor ordered and adjudged that the marriage contract heretofor existing between the said Katy Spencer and Levi A. Spencer 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 said children of the parties hereto be until further ordered confided to the said Katy Spencer exclusively, and said Levi A. Spencer is hereby enjoined from interfering in any manner with either of said children or with the plaintiff in the custody of them. But it is ordered here by the Court that the defendant have the privilege of visiting said children once each week, on Friday between the hours of 3 and 5 o'clock P.M. and any violation of this order may be reported to the Court. It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended taxed at $9.14 and execution is awarded.

No 7752
Entry.

Attest J. N. Gaskell Clerk

iled Apr. 4th. 1900.

the defendant
of the peti-
finds him
n and that
ue.
ced that
of duty, and
to a divorce
dgrd that
e the said
same hereby
om the de-
that the
ildren of the
l to the
A. Spencer
ner with
me the cus-
Court that
l children
3rd 5 o'clock
ported to
rt that the
t her costs
warded.

Clear continued and held in the Court House at 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 Charles M. Melhorn Judge of said Court of the term September to wit:- on the 28th. day of Sept 1900.

7801 Precipe

Be it remembered that heretofore to wit:- on the 15th. day of June A.D. 1900. Joshua Lucas. filed in the Clerks office of the said Court of Common Pleas the following petition against Bell Lucas. to wit:-

7801 Summons.

7801 Petition

Joshua Lucas. — Court of Common Pleas
vs. — Union County. Ohio
Bell Lucas.

First cause of Action Plaintiff has been a resident of the State of Ohio for the year last past and has a bonafide residence in the said County of Union. On or about the 10th, day of August 1889. he was married to the defendant, the following children were born of such marriage, Clarence Lucas, aged eleven years, Ralph Lucas, aged seven years, Homer Lucas aged eight years, Cheytine Lucas aged four years.

The defendant has in disregard of her marital duties been guilty of gross neglect of duty toward this defendant in this that about the 16th. day of February 1898. without cause left the plaintiff and has ever since refused to live with him or aid him in the care of said children except the younger child Ralph Lucas whom the defendant took away with her at the time she abandoned this plaintiff. Plaintiff says he provided the defendant with a comfortable home and supplied her with clothing and all necessaries.

Second Cause of Action.

The plaintiff avers on the averments herein as made in his first Cause of Action and says, That the defendant herein in the months of January and February 1898 committed adultery with one Jesse Philips in the town of Mechanicsburg and between Mechanicsburg and Milford Center Ohio.

Wherefore plaintiff prays that he may be divorced from the defendant. and may be decreed to have custody of said children and such other relief as is proper.

D.W. Ayers.
Attorney for Plaintiff.

7801 Return.

State of Ohio
Union County S.S.

Joshua Lucas being first duly sworn says the facts stated and allegations contained in the foregoing petition are as he believes true.

Joshua Lucas

Sworn to before me and signed by Joshua Lucas in my presence this 30th. day of May 1900.

Seal

W.M. Titsworth.
Notary Public.

7801 Motion.

7801
Precipe

June 15th. 1900 the Precipe was filed
Clerk- Issue summons and copy. of petition in the above case to the Sheriff of Franklin County Ohio. endorse action for divorce and custody of Children and returnable according to law-
D.W. Ayers. Attorney for Plaintiff

7801
Summons.

June 15th. 1900 the following Summons was issued.
The State of Ohio
Union County ss. To the Sheriff of Franklin County. you are commanded to notify Bell Lucas that Joshua Lucas has filed in the office of the Clerk. of the Court of Common Pleas of Union County and State of Ohio. a petition( a true copy of which is herewith delivered to you to be served on her, Charging her with gross neglect of duty and asking that he be divorced from her, and that he may have custody of Children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ-
You will make due return of this summons on the 25th day of June A.D. 1900. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville Ohio this 15th day of June A.D. 1900
J.N. Gosnell
Clerk.

7801
Return.

June 23rd-1900 Summons returned and filed endorsed as follow
State of Ohio
Franklin County ss. Received this writ June 16th. A.D. 1900 at 9 oclock A.M. and served same by personally handing a true copy of this writ, together with a certified copy of petition to the within named defendant Bell Lucas.
Sheriff fees:- Service & Return 50ct Mileage $1,09. Copy 20ct Docket 16.
Total $1,95.
Chas. A. Pearse. Sheriff.
By Everett Spurlock Deputy.

7801
Motion.

June 25th. 1900 Motion filed
Court of Common Pleas. Union Co Ohio.
Joshua Lucas.
vs.
Belle Lucas. Now comes the defendant, Bell Lucas, through her counsel J. Dewell, and moves the Court to allow her temporary alimony pendente lite pending the hearing of her said suit against her, and for the purpose of allowing her sufficient means to prosecute her defence in the said Court, and for the purpose of means sufficient to support her minor child, Chester Lucas, aged four (4) years; and for the reason that she is without any property and has not the means to employ her counsel and prepare her defence and to support her child during the pendency of this suit; and she moves the Court that an order be issued allowing her said alimony as soon as possible or within the discretion of the Court, that she may prosecute her defence which is a meritorious one in said Court
J. Dewell. attorney for Defendant.

7801
Answer and cross Petition

Answer and cross Petition filed June 25th. 1900.
Joshua Lucas.
vs. Court of Common Pleas, Union County, Ohio
Belle Lucas. Defendant admits that the plaintiff and defendant were married on or about the 4th day of August A.D. 1889. and that there was born of such marriage Clarence Lucas aged 11 years; Homer Lucas aged 8 years; Ralph Lucas aged 7 years; and Charles Lucas aged 4 years; but denies each and every other allegations in said plaintiffs petition contained except the fact that She did leave the plaintiff on or about the 16 th. day of February 1898. but says it was for cause and provocation, but renews her denial of every other allegation not herein before admitted.

Defendant denies, and it is not true, that this defendant was guilty of gross neglect of duty toward said plaintiff; and it is not true, said defendant has been guilty of adultery as stated in Second cause of action in plaintiffs petition of adultery with Jesse Phillips in the town of Mechanicsburg, or between Mechanicsburg and Milford Center, Ohio or with any other person since her separation from plaintiff.

Cross Petition

First cause of Action. Defendant says that she is a resident of the State of Ohio, and has been for a number of years. and is now residing in the County of Franklin and State of Ohio: that on or about the 4th day of August A.D. 1889. she was married to the defendant, and that the children named in plaintiff's petition was born as the result of such marriage.

Defendant says that during her said marriage to the plaintiff, she has conducted herself as a dutiful and faithful, wife, but that the defendant in disregard to his marital duties has been guilty of extreme cruelty toward her, the defendant in this case, to wit: that on or about the 6th day of November A.D. 1888. he assaulted her, and struck and beat this defendant, with his fist, in anger, and without cause or provocation therfor on the part of this defendant; and she says that at divers times between the said date and the 16th day of February 1898 he assaulted and abused her; and she further says that the last time that the defendant assaulted her by striking her, was on about the 15th day of February. A.D. 1898 at Irwin Station, in Union County, Ohio. and that at that time he slapped this defendant in the face violently and in anger without cause or provocation therefor on the part of this defendant; and that this defendant separated immediately from him on the following 16th. day of February, as named in plaintiff's petition, by reason of his harsh physical treatment of the defendant and without cause; and that said plaintiff sought, prior to the last assault upon her, to have sexual intercourse with Rena Clark the sister of this defendant, and about whom said plaintiff quarrelled with and assaulted and slapped this defendant

as last stated, whereupon this defendant left said plaintiff.

Second cause of action.

This defendant says that the plaintiff has been guilty of wilful and gross neglect of duty in this towit: that he has wholly failed to provide the common necessaries of life for this defendant and for her children, though he was amply able to do so, being constantly in receipt of wages and physically able to earn sufficient means to support his said children: and defendant further says that since on or about the 16th day of February 1898 the plaintiff has failed to make any provisions for, or furnish any support to, this defendant for his and her youngest child, which is with this defendant: and that the other children he suffered to be placed in the Childrens Home of said Union County since this defendant left him, two of whom are still there and one of them in the Deaf and Dumb Asylum in the city of Columbus, Ohio.

Defendant further says, that the plaintiff is not a suitable person to have the custody of the child now with this defendant, Chester Lucas, aged four years, and this defendant has supported said child since said separation: and defendant further says that she is poor and without means to defend the said action or to prosecute her Cross Petition for divorce in said Court and that she is unable to pay counsel.

Wherefore, for the causes stated this defendant prays that she may be divorced from said plaintiff, and that she may be decreed to have custody of said four year old child Chester Lucas, and that an order be granted allowing this defendant reasonable alimony pendente lite pending the hearing of this action, for expenses for this suit, to pay counsel and for the support of her said minor child, Chester Lucas, four years old, and for such other and further relief as equity and justice may require.

Bell Lucas
By G. Dewell atty-

State of Ohio
Franklin County. ss.

Bell Lucas on oath says that she believes all the allegations and averments in the foregoing answer and cross petition to be true as she verily believes.

Bell. Lucas.

Sworn to and subscribed before me by Bell Lucas this 23rd day of June A.D. 1900.

Eugene H Mendenhall
Notary Public.
Franklin Co. Ohio

(Seal)

7801
Entry

Joshua Lucas.
vs.
Bell Lucas.

The following Entry was filed Sept 28th 1903.

This cause came on this day to be heard upon the pleadings and the evidence and on consideration thereof the Court find that the plaintiff at the time of filing this petition had been a resident of the State of Ohio for one year next proceeding the same, and was at that time a bona fide resident of this County of Union, and that the parties were married as in said petition set forth.
The Court further find upon the evidence adduced that the defendant has been guilty of 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 Joshua Lucas, and Bell Lucas be, and the same hereby is dissolved and both parties are released from the obligations of the same
It is further ordered and adjudged the custody, care and education and control of the minor children of the parties hereto be until further ordered confided to the plaintiff and that he pay the costs of this action.

Attest Chas. C. Penhorwood
Clerk.

7815
Petition

7815
Summons

Sept 28th 1900.

ard upon
thereof
ing this
one year
onafide
he married

hat the
ct by reason
for,
t the
Joshua
dissolved
the same
ee and
parties
iff and

Pleas continued and held at the Court house at 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, Charles M. Melhorn Jr. of said Court of the term of September to wit:- on the 18th day of September 1900. Be it remembered that heretofore to wit- on the 18th day of July 1900, Eva B. White filed in the Clerks office of the said Court of Common Pleas the following petition against Charles D White. To Wit:-

7815
Petition

Eva B. White
vs
Charles D. White.

In the Court of Common Pleas of Union Co. 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 bonafide resident of the said County of Union.

That on the 20th, day of Sept 1898. she was maried to the defendant Charles D. White which marriage relation still exists.

That there has been born to the plaintiff and defendant a daughter Havana White who is now in the custody of the plaintiff.

The plaintiff says that the defendant has been guilty of gross neglect of duty to the plaintiff in this towit:-

On the date of said marriage the defendant refused to recognize the plaintiff as his wife after the marriage was consummated and has neglected and refused to live with her since and never has provided for the plaintiff or said child any of the necessaries of life but has left the plaintiff to her own exertions and the care of her friends for maintenance. The plaintiff ever since said marriage has conducted herself properly but the defendant, though being able has neglected her in the manner herein set forth and has never provided plaintiff with a home, or any of the comforts of life.

Wherefore the plaintiff prays that she may be divorced from the said defendant and that she may have a decree for the custody of said child and have an allowance of reasonable alimony and for all proper relief.

Cameron & Cameron
Attorney for Plaintiff

---

7815
Summons

The following Summons was issued July 17th 1900.

The State of Ohio, Union County, ss.

To the Sheriff of Union County, You are commanded to notify Chas, D. White that Eva B White, has filed in the Office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition a copy of which is herewith served on him charging him with gross neglect of duty, and asking that she be divorced from him and that she be decreed the custody of their Minor child, and 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 30th day of July A. D. 1900.

Witness my hand and the Seal of said Court at Marysville this 17th day of July A. D. 1900.

J. M. Gorrell. Clerk.

Seal

7815 Entry.

Sept 13th. 1900 following Entry was filed.
Eva B. White
vs.
Charles D. White.

This day this cause came on to be heard on the petition and evidence, the defendant being in default of answer or demurrer, although duly served with proces, together with a copy of the petition, according to law:

On consideration whereof, the Court, being fully advised in the premises finds that the defendant has been guilty of Gross neglect of duty as in the petition set forth, and that, by reason thereof the plaintiff is entitled to a divorce as prayed for in the petition. It is therefore adjudged and decreed that the marriage contract heretofor existing between said Eva B. White and Charles D White be. and the same is hereby dissolved and both parties released therefrom. It is further considered that the defendant pay to plaintiff as and for her alimony the sum of three hundred dollars, and that he pay the costs herof taxed to $8

It is further ordered and decreed that the custody, nurture education and control of the said Child Havana White be and the same is given to the plaintiff.

Attest. Chas C. Penhorwood.
Clerk.
By Deputy Minnie Penhorwood.

7815 July 17th 1900 Sheriffs return on Summons filed:-

Received at 11 oclock A.M. on the 17th day of July 1900. and on the 17th day of July A. D. 1900. I served the same upon the defendant Chas D. White personally a true copy thereof together with a certified copy of the petition, in this case. Sheriffs Fees. Service $.40 copy, $.15 Mileage, $.16 return, $.25 total $.96

J. Ed. Robinson. Sheriff.

7814 Petition

7814

Pleas continued and held at the Court house at Marysville within and for the County of Union and in the tenth judical district of the Court of Common Pleas of the State of Ohio before the Hon. Charles M. Melhorn. Judge of said Court of the term of September term:- on the 21st. day of Sept- 1900 Be it remembered that heretofore to wit:- on the 16th. day of July. 1900. Anna Nichols filed in the Clerks office of the said Court of Common Pleas the following petition against William Nichols to wit:-

7814 Petition

Anna Nichols
vs.
William Nichols

In the Court of Common Pleas of Union Co. Ohio.

Plaintiff says that she has been a resident of the State of Ohio for the year last past, and has a bonafide residence in the County of Union, Plaintiff says that on or about the 18th. day of December 1889 she was married to the defendant and that Virgina May, Nichols eight years old the 30th. day of May 1900 is the only child born of said marriage, said plaintiff says that at or since the date of said marriage, she had in her own right Twenty six hundred Dollars in her own right in money and that she turned the same all over to this defendant. and that the said defendant spent and squandered all of said money. and that. Plaintiff now is wholly without any support. by reason of said defendant squandering the means of this Plaintiff.

Said Plaintiff says for more than one year last past. said defendant has failed and willfully neglected to provide for the Plaintiff in any way with the common necessaries of life so. that this Plaintiff has been compelled to live upon the charity of friends and her own exertions notwithstanding said defendant has been in the constant receipt of wages at the rate of $90.00 to $115.00 per month. Wherefore Plaintiff prays that she may be divorced from said defendant and that she may be decreed to have reasonable alimony and the custody of said child. And Plaintiff further askes that she may be allowed reasonable alimony for her sustenance and expenses during the pending of this suit. and an allowance for the support of said minor child be granted her and such other relief as is proper

W. T. Hoops. Atty. for Plaint-

State of Ohio Union County ss.

Anna Nichols being sworn says the allegations in the forgoing petition are as she believes true. Anna Nichols. Sworn to and subscribed in my presence this 14th day of July 1900.

J. A. Hennington.
Justice of Peace.

---

7814 Aug 6th 1900. Sheriffs return of Summons filed:-
Recived 11 o'clock A.M. on the 30th day of July A.D. 1900 and on the 3rd day of Aug. A.D. 1900 I served the same upon the defendant by personally handing William Nickol a true copy thereof together with a certified copy of the petition in this case. Service $.40 Copy $.15 Mileage $.60 Return $.25 Total $2.40 J. Ed. Robinson Sheriff by Myron Gabriel Special Deputy

7814.
Summons

July 30th. 1901 the following Summons was issued.
The State of Ohio Union County, ss.
To the sheriff of the County of Union, You are commanded to notify William Nichols that Anna Nichols has filed, in the office of the clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition, a (copy of which is herewith served on him) charging him with gross neglect of duty. and asking that she be divorced from him and that she be decreed alimony and custody of child and for other relief, Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.
You will make due return of this summons, on the 13th. of August A.D. 1901. Witness my hand and seal of said Court at Marysville this 30th. day of July A.D. 1901. J.M. Gornell. Clerk.

7817
Petition

7814
Entry

Seal

Anna Nichols
vs.
William Nichols

September 21st the following Entry was filed
Court Common Pleas, Union County, Ohio

Now come the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear, the Court find him in default for answer and demurre to said petition, and find that the allegations thereof are confessed by him to be true.
The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bonafide resident of this County of Union, and that the parties hereto were married as in said petition set forth.
The Court further find upon the evidence addduced that the defendant has been guilty of gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for
It is therfore ordered and addjudged by the Court that the marriage contract heretofore existing between the said Anna Nichols and William Nichols be and the same hereby is dissolved and both parties are released from the obligations of the same.
It is further ordered that the custody, care and education and control of the said minor child be until further order confided to the said plaintiff exclusively.
It is further ordered addjudged and decreed that the defendant pay to the plaintiff as her reasonable alimony in money the sum of one thousand dollars, and further that he pay costs of this action taxed at $_. and that in default of payment of the above alimony or costs execution is awarded therefor.
Attest Charles C. Penhorwood. Clerk.
Minnie Penhorwood. Deputy

Pleas continued and held at the Court house in Marysville within and for the County of Union and in the tenth judicial district of the Court of Common Pleas of the State of Ohio before the Hon. Charles H. Mellon Jr. said Court of the term of September towit- on the 25th day of Oct 1900. be it remembred that heretofore towit:- on the 30th day of July. 1900 The Fahey Banking Co. filed in the Clerks office of the said Court of Common Pleas the following petition against Michael Blue et. al. towit:

7817
Petition

The Fahey Banking Co.
V.S.
Michael Blue. et. al.

Court of Common Pleas, Union Co. Ohio

Now come the plaintiff. The Fahey Banking Co by its atty- W.C. Bales and says that it is a Corporation duly incorporated under the laws of the State of Ohio. and doing business under their firm name in the City of Marion, Marion Co Ohio.

That for a first cause of action, against the defendant Michael Blue the said plaintiff says that there is due to it the said The Fahey Banking Co from the said Michael Blue on his promissory note the sum of one hundred and seventeen. and 50/100 dollars with interest from the 26th day of March 1899 of which promissory note the following is a copy with all the Credits and indorsements thereon towit:- $117,50

One year after date for value received I promise to pay J.F. Stallsmith or order the Sume of One hundred dollars and seventeen + 50/100 dollar. this Sept 25/93 Signed. Michael Blue. Bardstown. Ohio

Endorsements on note

Interest Paid to Mch. 25/95.
" " "Sept 25/95.
" " "Mch 26/96.
Demand notice waived.
Int paid to Sept 26/96
C.H. McCurdy.
F.R. McCurdy
Int paid to Sept 26/97.
" " "Mch 26/98.
" " " " 26/99. J.F. Stallsmith, without recourse.

Endorsement on Mortgage.

For value received I heuby assign and transfer to The Fahey Banking Co this mortgage and the note described within.

J.F. Stallsmith

Pay B.C. Bales atty at law or order. The Fahey Banking Co. Marion O.
A.C. Edmundson Cashier

For a further cause of action the plaintiff says that to secure the payment of the above described promissory note, according to the tenor and effect thereof the said Michael Blue together with his wife the said Catharine Blue duly executed and acknowledged and delivered to one J.F. Stallsmith their certain mortgage deed bearing date on the 14" day of Oct 1893 thereby conveying to the said J.F. Stallsmith the following described premises. Situate in the State of Ohio. County of Marion and in the village of Essex. to wit:- and bounded and described as follows viz- Being lot No (6) six. Bounded five rods on water Street. Eight rods on Mulberry street Five rods on Center. Alley. and Eight

7817
Summons

rock on lot No (8) Eight.
Said deed was delivered to the records in the recorders office of said Union County Ohio on the 8th. day of Nov 1898 at 2-45 P.M. and was duly recorded Nov 22. 1893. In Mtg. book 32 page 355
The said deed has a condition thereunder written that in case said Michael Blue shall pay or cause to be paid his said promissory note when the same shall become due, then said deed shall be void otherwise to be and remain in full force.
The said defendant has failed to pay said promissory note or any part thereof though the same is past due, wherefore the said deed of Mortgage has become absolute. Wherefore the plaintiff asks judgment against the said defendant Michael Blue, in the sum of One hundred and seventeen dollars & 30/100 dollar with interest from Feb 26th 1898.
Plaintiff asks that said premises be sold as upon execution to satisfy plaintiffs said Mortgage indebtedness from, Michael Blue and the judgment by plaintiff so to be obtained and for costs, and for all proper relief
Burnham C. Bales.
Atty for Plaintiff.

7817.
Return

State of Ohio Union County ss.
Burnham C. Bales, maker oath. that he is the atty for the above named plaintiff, The Fahey Banking Co. that the above pleading is founded on a written instrument for the payment of money only and said instrument is in his possession, and that the facts stated in the foregoing petition are as he believes true
Burnham C. Bales.
Subscribed and sworn to before me by the said Burnham C. Bales. this 6 day of Aug. 1900.
Chas C. Richmond.
(seal)
Clerk of the Court.

7817.
Entry

7817
Summons.

August 11th 1900 the following Summons was issued.
The State of Ohio. Union County. ss.
To the Sheriff of Union County. You are commanded to notify Michael Blue and Catherine Blue that they have been sued by The Fahey Banking Co in the Court of Common Pleas of Union County and must answer by the 1st. day of September A.D. 1900 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 13th day of August A.D. 1900 Witness my hand and the seal of said Court this 30th day of July A.D. 1900 (seal)
J. M. Gorrell Clerk.

7817
Return

August 13th 1900 Summon returned and filed endorsed as follows.
The State of Ohio, Union County ss
Received this writ. Aug 1st A.D. 1900 at 3 o'clock P.M. and after diligent search and inquiry the within named defendants Michael Blue and Catherine Blue were not to be found with in my bailiwick.
Sheriffs fees Return 25¢ Mileage $.20 Copies 30¢ Total $.75
J. Ed. Robinson
Sheriff.

7817
Summons

August 11th 1900 the following Summons was issued
The State of Ohio, Union County.
To the Sheriff of Wood County: You are hereby commanded to notify Michael Blue and Catharine Blue that they have been sued by The Fahey Banking Co of Marion O. in the Court of Common Pleas of Union County and must answer by the 8th day of September A.D. 1900, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this Summons on the 20th day of August A.D. 1900. Witness my hand and the seal of said Court, this 11th day of August A.D. 1900.
C.C. Penhorwood Clerk.
Fees guaranteed by B.C. Bales.

7817.
Return

Aug 18th 1900. Summons returned and filed endorsed as follows.
The State of Ohio. Wood County ss.
Received this writ. Aug 13th A.D. 1900 at 9 o'clock. A.M. and on the 15th day of August 1900 I notified the within named Catharine Blue by delivering to her personally a true certified copy hereof. and on the same day, I also notified the within named Michal Blue by leaving at his usual place of residence a true certified copy of this writ. Sheriffs fees, Service and return 40 cts Mileage $2.80 Copy 50
Return Doc + Postage 25 cts Total $3.95
E.L. Kingsbury Sheriff.
By Alf B. Farmer. Deputy.

7817.
Entry

Sept 13th 1900 The following Entry was filed.
The Fahey Banking Co.
vs
Michael Blue et. al.
Court of Common Pleas, Union Co. Ohio

This day this cause came on for hearing by the Court upon the petition of the plaintiff, and the said defendants Michael Blue and Catharine Blue, his wife being in default for answer or demurrer to the petition and the Court having heard proofs and evidence adduced by the parties respectively and the arguments of their counsel and being fully advised in the premise doth find.
1st. All and singular the statements contained in said petition to be true.
2" That there is now due to the plaintiff from the said defendant Michael Blue, upon the said promissory note in the said first cause of action set forth in the plaintiff petition the Sum of One hundred twenty nine ($129.49/100) dollars with interest from the first day of the present term of Court. (Sept 10th 1900.) And except what may be found due to the State for taxes on said Mortgaged property if anything, the priority of times of the parties hereto upon said Mortgage premises is as follows. to wit:-
1st. The taxes 2nd Court + sheriffs costs.
3rd To the Fahey Banking Co.
Wherefore it is adjudged by the Court that the plaintiff herein recover against the said Michael Blue, the sum of ($129.49) one hundred and twenty nine and 49/100 dollars together with his costs in his behalf expended taxed at $ for which execution is awarded.
And it is further ordered by the Court that unless the said defendant

Michael Blue pay or cause to be paid said above and judgmt sum of money to the plaintiff within five days from the date of the Entry hereof an order of sale issue to the sheriff of said County commanding him as such said 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.

7817.

---

7817.
Order of sale

Sept 18th 1900. the following Order of sale was issued

State of Ohio. Union Co. ss.

To the Sheriff of said County.

Greeting; Whereat, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 12th day of Sept. 1900 The Fahey Banking Co. obtained a Judgement and Decree against Michael and Catharine Blue, for the sum of $129.49 Dollars and $13,57. Dollars, costs of suit. And whereas, it was then and there, by said Court ordered adjudged and decreed, that the said Michael Blue and Catharine Blue, within 5 days from the 12th day of September A.D. 1900 pay unto the said Fahey Banking Company, the said sum of One hundred and twenty nine and 49/100 Dollars, with interest from the 10th day of Sept 1900. 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 statue regulating Judgements 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 $129.49 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 statue regulating Judgements and Executions at law, the following lands and tenements, situate in Union County, Ohio to-wit:

Being lot No. Six in the Village of Essex bounded five rods on Water St. Eight rods on Mulberry St. Five rods on Center Alley, and eight rods on lot No. (8) eight.

We, Therefore, command you, That you proceed to carry said order, Judgement, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statue regulating Salesin Executions, and that you apply the proceeds of such sale in satisfaction of said Judgement and decree, with costs and interest, as specified therein: and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 18th day of Sept A.D. 1900

{Seal}

Chas. C. Penhorwood.
Clerk.

---

7817
Legal Notice

7817. Sept 20th 1900. the following Order of sale returned and filed endorsed as follows.
The State of Ohio Union County SS.
In obedience to the command of the Order of Sale. hereto annexed. I did. on the 18th day of Sept 1900 summon Elmer Ball. J.E. Erskine and J.W. Fleckinger 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 18th day of Sept A.D. 1900. said Appraisers returned to me. under their hands and seals, that they did. upon actual view of the premises, estimate and appraise the real value in money of the same at One hundred and five 00/100 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 20th day of Sept 1900 I caused to be advertised in the Richwood Gazette a newspaper printed and published, and of general circulation in Union County, said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 20th. day of October A.D. 1900. at one oclock P.M. of said day.
And having advertised the said lands and tenements for more than thirty days previous to the day of sale to-wit: five consecutive weeks; and in pursuance to said notice, I did, on said 20th day of October A.D. 1900 at the time and place above mentioned. proceed to offer said lands and tenements at public sale, and then and there came The Fahey Banking Co. who bid for the same the sum of Seventy One 00/100 — Dollars. and said sume being more than two-thirds of the appraised value thereof. and said The Fahey Banking Co. 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 Seventy One 00/100 — Dollars.

Sheriffs fees.

Service 25 cts Levy 25 cts Sum Appraisers $1.00 Swearing Appraisers 25 cts
Writing Appraisal 25 cts Notice to printer 25 cts Writing notice 25 cts Mileage $3.20
Poundage 71 cts Return 25 cts Total $6.91 Appraisers fees $3.00.

J. Ed. Robinson
Sheriff.

---

7817
Legal Notice

Oct 18th. 1900. The following Legal Notice was filed.
Fahey Banking Co. B.C. Ball. Attorney.
vs. On an order of Sale. Court of Common Pleas. Union Co Ohio
Michael. Blue et al.

By virtue. of the above stated writ to me directed from the Court of Common Pleas of Union Co. Ohio. I will offer for sale at the north door of the Court House, in Marysville, Ohio. on Saturday. Oct 20th. 1900. at or about the hour of one oclock P.M. on said day. the following described real estate. to-wit:-
Situated in the township of Jackson, County of Union and State of Ohio. and bounded and described as follows. Being lot No six (6) in the village of Essex. bounded five rods on Water street, eight rods on Mulberry street. five rods on Center alley. and eight rods on lot No 8 eight. Appraised at $105. Terms of sale cash.

J. Ed. Robinson.
Sheriff of Union County.

7817. Oct 18th 1900 The following Publication was filed.

State of Ohio. Union County. SS.

I Geo. W. Worden. publisher of the Richwood Gazette. being duly sworn. say that the notice hereto attached was published in the Gazette on the 20th day of Sept. 1900. and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Worden.

Printer's fees, $12.00

Sworn to and subscribed before me. this 18th. day of Oct. 1900

Stephen D. Evans.

Notary Public.

(Seal)

7810. Petition

7817. Entry. Oct 25th 1900 The following Entry was filed.

The Fahey Banking Co. Court of Common Pleas Union County Ohio.

vs.

Michael J Blue. et-al. This day this cause came on to be heard upon the motion to confirm the sale made by the sheriff. on the 20th day of Oct 1900. and upon producing. the proceedings of the sheriff and the sale of the premises by him made in pursuance of a former order of this Court. and the same being examined and found by the Court, in all respects. in due form of law it is ordered by the Court that said proceedings and sale be, and the same are hereby approved and confirmed. and the said sheriff. or his successor as sheriff of said County, for the time being execute and deliver to the said purchaser The Fahey Banking Co. a deed in fee simple for said lands and tenements by said sheriff sold as aforesaid. And it is further ordered that the said sheriff hold and pay. over said purchase money to wit:-

1st. The taxes amounting to $ 2.33

2nd. The costs of this suit tax. at $45.34.

3d And the ballance amounting to $28.33.

to the Fahey Banking Co. Ptff.

Attest Chas C. Penhorwood.

Clerk

of the Richwood
ached was
d continued
said news-
id County.
eden.
of Oct. 1900
D. Evans.
ry Public.

ion County Ohio.

on to be heard
ff. on the
nge of the
nrance of
ined and
- it is ordered
d the same
riff. or his
ecute and
a deed in
heriff sold
sheriff hold

Pleas continued and held at the Court House in Marysville within and for the County of Union, and in the tenth judical district of the Court of Common Pleas of the State of Ohio. before the Hon. Charles M. Melhorn judge of said Court of the term September to-wit:- on the 2nd day of Nov. 1900. be it remembered that heretofore to-wit:- on the 4th day of June 1900 Mary E. Aspery filed in the clerks office of the said Court of Common Pleas the following petition against William H. Aspery.

1800.
Petition

Court of Common Pleas. Union County. Ohio

Mary E. Aspery.
vs.
William H. Aspery.

Petition in Divorce:

Mary E Aspery. the above named plaintiff. says that she is an actual resident of said County of Union, and that she has been a bonafide resident of the State of Ohio, for more than a year last part. That she and the defendant William H Aspery were married to each other on about the 7th day of Oct A. D. 1896, at Milford Center, Ohio, and that there are now living at Unionville, Center, Ohio, one child, Henry Calvin, Aspery. the only child of said marriage, aged Three years old: and that she has always conducted herself as a true and faithful wife to the said William H. Aspy. but that he disregarding his duties as a husband has been guilty of Gross Neglect of Duty. and Wilful absence in this that said William H. Aspery. willfully abandoned this plaintiff. without any fault on her part. on or about the 1 st day of September A.D. 1897. and that he has not returned to nor provided for her or her child. since said date. in any manner. That said William H. Aspery. on said date, removed to the State of Pensylvania, near to Mt. Carmel in the County of Northumberland,

And that he the said defendant on the 21st day of November 1898. was there married to one Miss Elizabeth Jarvis, without having received a divorce from this plaintiff, and without any fault on the part of this plaintiff.

Wherefore plaintiff asks that she be adjudged and decreed a divorce, from said William H. Aspery. and that the bonds of their said marriage may be absolutely dissolved and that she be decreed the custody of their minor child, and for her costs and all proper relief in the premises.

Robt McCrory.
Attorney for Mary E Aspery.

7800
Affidavit

June 9th 1900 the following Affidavit for publication was filed
Mary E Aspery.
Court of Common Pleas.
Vs
Union County. Ohio
William H. Aspery.

Mary E Aspery, the above named plaintiff sweare that service of summons and a copy of the petition cannot be made within this State upon said defendant William H. Aspery. and that she has information that he has left the State of Pensylvania, and that his residence is to her unknown: and that this action is brought by her said Mary E. Aspery. against said defendant in this Court for divorce, according to the statute in such cases made and provided: and further plaintiff saith not.

Mrs Mary E. Aspery.

Sworn to before me and signed in my presence by Mary E Aspery. this 9th. day of June A. D. 1900.

Seal

W. M. Winget. Notary Public.

7800
Entry

7800
Legal notice

Sept 27th. 1900 The following Legal notice was filed.
Mary E. Aspery.
Vs.
William H. Aspery.

William H. Aspery. whose residence is unknown, late of Union County. Ohio. will take notice that on the 9th day of June. 1900. in the Court of Common. Pleas. of Union County. Ohio. where the action is now pending. being cause No 7800. the undersigned. Mary E. Aspery. filed her petition against said William H. Aspery. praying for divorce from him, and for the custody of their minor child Henry C. Aspery. aged Three years. on the grounds of Gross Neglect of Duty. and Wilful absence for three years

The said William H. Aspery. is required to answer the petition in said action not later than six weeks after the 25th. day of August A. D. 1900. the date of the first publication of this notice. or such divorce may be granted.

Mary E. Aspery.
R H. McCrory. plaintiff's atty.

7800
Proof of Publication

Sept 27th. 1900. the following Proof of Publication was filed
Mary E. Aspery.
Vs
William H. Aspery.
State of Ohio
Union County. Ohio ss.

I. Wm. H. Collett. publisher of the Union County Republican being duly sworn, say that the notice hereto attached was published in the Republican on the 25th day of August 1900. and continued therein six consecutive weeks during all of which time, said news paper was printed and in general circulation in said County.

Printers fee's $5,00

W H. Collett.

Sworn to by W. H. Collett. and by him subscribed in my presence this 27th day. of Sept 1900

Seal

R. W. Crary. Notary Public.

7800
Entry

Nov 2nd 1900 the following Entry was filed.

Mary E. Aspery

vs

Wm H. Aspery

Court Common Pleas, Union County, Ohio.

Now came the plaintiff and the defendant having been duly served by publication and having failed to appear, the Court find him in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him to be true. The Court further find from the evidence adduced that the defendant has been guilty of wilful absence for three years, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefor ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary E. Aspery and Wm H. Aspery be and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the plaintiff be awarded the custody of the minor child, and that the plaintiff pay the costs of this action.

Attest. Chas Pugh
Clerk,

Plea continued and held at the Court House, in Marysville within and for the County of Union, and in the tenth judical district of the Court of Common Pleas, of the State of Ohio. before the Hon. Duncan Dow. Judge of said Court of the term January towit:- on the 15th, day of Jan. 1901, be it remembered heretofore towit:- on the 14th day of Nov 1901 Mina Patrick, filed in the Clerks office of the said Court of Common Pleas, the following petition against Eugene G Patrick.

7850 Legal Notice

7850. Petition

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

Mina Patrick

Vs.

Petition in Divorce.

Eugene. G. Patrick

Now comes the plaintiff, Mina Patrick and for her cause of action says; that she is a bonafida resident of Union County and has been a resident of the State of Ohio for more than a year last past. That upon the 8th day of April, 1885. in the village of Marysville the plaintiff and defendant were lawfully married and as a result of said marriage the following children were born; Bonnie May Patrick, aged 15 years the 23rd day of March 1900, and Walter H. Patrick, aged 11 years the 31st day of August 1900. That since said marriage the plaintiff has conducted herself in a proper manner and fullfilled her duties as a wife and mother. The defendant has been guilty of willfull absence for more than three years last past in this; that on or about the 1st day of May 1891. the defendant left the plaintiff and has ever since failed and refused to return to the plaintiff or to provide her a home or to contribute to the support of the plaintiff and their children and the plaintiff has had the maintainance of said children since said date.

Wherefore the plaintiff prays that the said marriage contract be dissolved and set aside and that she be granted a divorce from the defendant and that she may have the control and custody of her said two children and for such other and further relief as the Court may deem proper.

Cameron & Cameron Attys Plain

7850 Entry.

7850 Affidavit Publication

Nov 14th 1901 The following Affidavit for Notice by Publication was filed

Mina Patrick

Vs.

Eugene G Patrick

State of Ohio Union County, ss.

Mina Patrick, being first duly sworn says; that the above entitled cause is brought against the said Eugene. G. Patrick for divorce. according to the statute in such case made and provided; that the residence of the defendant is to this plaintiff unknown and that she has been unable by the exercise of reasonable diligence to ascertain the same; for that reason service of summons and a copy of the petition cannot be made in this state, nor is the said plaintiff able to mail a copy thereof to said defendants place of residence.

7850 Proof Publication

Mina Patrick.

Sworn to before me and signed in my presence this 12th day of November, A.D. 1900. Chas C Pennewood. Clerk of Court.

(Seal)

7850
Legal Notice

Jan 14th 1900 The following Legal Notice was filed.

Mina Patrick
vs.
Eugene G. Patrick.

Eugene G. Patrick, whose place of residence is unknown, will take notice. That on the 14th day of November, 1900 Mina Patrick filed in the Court of Common Pleas, of Union County, Ohio. her petition for divorce from the said Eugene G. Patrick. being cause No 7850 praying for divorce from the said Eugene G. Patrick. upon the ground of wilfull absence for more than three years and for the custody of her said minor children Bonnie May Patrick. and Walter H. Patrick. and that said cause will be for hearing on and after the 27th day of December. 1900

Cameron & Cameron Attys.

7850
Proof Publication

Jan 14th 1900 The following Proof of Publication was filed.

Mina Patrick
vs.
Eugene. G Patrick.

The State of Ohio, Union County ss.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in the "Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with Nov 14 1900.

W. O. Shearer.

Sworn to and subscribed before me, this 14th day of Jan 1901.

Printer's fees, $2.20

Chas Pennewood Clerk.

7850
Entry.

Jan 15th 1901. The following Entry was filed.

Mina Patrick
vs.
Eugene. G. Patrick

In the Court of Common Pleas, Union County Ohio.

This day this cause came on to be heard, upon the petition and evidence. The Court being fully advised in the premises find that the plaintiff has been a resident of the State of Ohio for more than ten years last past and during the last seven years has been a bonafide resident of the County of Union. The Court further find that the defendant has been duly, and legally notified of the filing pendency of the petition in this cause. The Court further find that the defendant has been guilty of wilful absence from plaintiff for more than three years prior to the filing of the petition in this case and that the facts stated in this petition are true, and that by reason of the premises the plaintiff is entitled to a divorce from the defendant. It is therefore ordered and adjudged and decreed by the Court that the marriage relations heretofore existing between the parties be and the same is set aside and the marriage contract wholly annulled both parties being relieved from the same. It is further ordered

and decreed that the care custody nurture and education of the minor children named in the petition be and hereby is given to the plaintiff. And the plaintiff is ordered to pay the costs hereof. 7855

Cameron & Cameron Atty.s.

attest. Chas Penhorwood Clerk.

Pleas continued and held at the Court House in Marysville within and for the County of Union, and 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 January towit:- 7855

On the 17th day of Jan. 1901. Be it remembered that heretofore towit:- Entry.

On the 27th day of Nov 1901. Ella O. Miller, filed in the Clerks office of the said Court of Common Pleas, the following petition against James H. H. Miller.

7855 In the Court of Common Pleas, Union County, Ohio.

Petition Ella O. Miller.

vs. Petition in divorce.

James H. H. Miller.

Plaintiff says she is and has been a bonafide resident of the State of Ohio for more than a year last past and is now a bonafide resident of Union County.

Plaintiff says that she and defendant were married March 16th 1896. and that ever since their marriage the defendant has never lived with her never furnished her a home nor the necessaries of life and has been guilty of gross neglect of duty and willfull absence for more than three years, next proceeding the filing of this petition. There are no children as the fruits of this said marriage.

Plaintiff therefor prays that upon the final hearing of this petition, she be granted a complete divorce from the defendant each one being released from their obligations thereof and that she recover the cost of this petition with reasonable attorneys fee. and for all proper relief in the premises.

Ella O. Miller J. M. Kennedy her Atty.

7855 Nov 27th 1900 The following Summons was issued.

Summons. The State of Ohio. Union County ss.

To the Sheriff of Champaign County. You are commanded to notify James H. H. Miller. that Ella O Miller. 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 recover costs of this action. 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 10th day of Dec. A.D. 1900. Witness my signature at Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 27th day of November A.D. 1900.

Charles C. Penhorwood. Clerk. Fees deposited.

7855

Nov 28th 1900 The following Return was filed.

The State of Ohio. Champaign. County ss.

Received this writ November 28 A.D. 1900. at 8 oclock A.M. and served same by leaving the within named James W. H. Miller a true copy of this writ. together with a certified copy of petition at his usual place of residence on Dec 7th 1900. Service & return 25ct Petition 25ct Mileage 84 2c Copy 12.½ct Postage 2ct Total $5,44}

L. W. Dean. Sheriff.

7855 Entry.

Jan 17th, 1901. The following Entry was filed.

Ella E. Miller.

vs. Court of Common Pleas. Union County. Ohio.

James W. H. Miller.

This day this Cause came on to be heard upon the petition and testimony of witness. the defendant being in default for answer and the Court being fully advised in the premises do find for the plaintiff. 1st. That they were married as stated in her petition. 2d That the defendant has been duly notified of the pendency of this petition. 3d That said defendant had been guilty of willfull absence for more than three years last past. It is therefore ordered and adjudged by the Court. that a complete divorce be granted the plaintiff and that each party be released from the obligations thereof and that the plaintiff recover the Costs herein expended at D.

Attest

Chas Pemberwood.

Clerk.

By Deputy.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, and 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 January towit:-
On the 21st day of Jan-1901. be it remembered that heretofore towit:- On the 7th day of Dec. 1900 Ella Griffin filed in the Clerk's office of the said Court of Common Pleas, the following petition against John Griffin.

7858 Petition

Ella Griffin
Vs. Court of Common Pleas. Union County. Ohio.
John. Griffin.

The plaintiff alleges that on the 21st, day of August 1897. at Millsville, Ohio. she was married to the defendant, and has since resided therein and ever since said marriage conducted herself toward the defendant as a faithfull. chaste and obedient wife. 2nd,--The plaintiff alleges that she has been a resident of Union County, Ohio, for more than one year last past.
3rd,--The defendant disregarding his duties as a husband, on about the 1st of March 1898, refused to support the plaintiff or even to furnish a home for plaintiff to live in, and that the plaintiff was compelled to seek employment for her support, and has ever since that time and for more than two years last past she has been obliged to support herself by working at house work for other people. That the defendant was in good health, and could have provided a suitable home for himself and plaintiff, but for the reason of his unfaithfulness towards plaintiff, and wholly refusing to provide a home for her, she was compelled to support herself.
4th,--The defendant has absolutly refused to do anything towards the support of plaintiff since March 1st, 1898.
The plaintiff, therefore, prays that she may be divorced from said defendant, and that she may be restored to her former name Ella Pickett, and for such other relief at equity may require.
Ella Griffin. by F. A. Thompson Atty. for Plft.

7858. Legal Notice

7858. Proof of Publication

7858 Entry.

7858.

Affidavit for Publication

Dec 7th, 1900 The following Affidavit for Publication was filed
Ella Griffin
Vs Court of Common Pleas. Union County, Ohio.
John Griffin

Before me W. M. Winget a Notary Public in and for the aforesaid County personally appeared Ella Griffin, the plaintiff in the above entitled action and make oath and says, that she has no knowledge of where the defendant John Griffin resides or anything whatever of his whereabouts that personal service cannot be had on the said defendant, that his residence can not be ascertained with any reasonable diligence, further affiant saith not.
Ella Griffin.
Sworn to before me and subscribed in my presence this 6th day of December A. D. 1900.
W. M. Winget Notary Public.
(Seal)

7858.
Legal Notice

Jan 18th 1901. The following Legal Notice was filed.
Ella Griffin
Vs. Court Common Pleas. Union County, Ohio.
John Griffin.

John Griffin whose place of residence is unknown to plaintiff will take notice that Ella Griffin did on the 7th day of December. A.D. 1900. file her petition in the Common Pleas Court of Union County. case No 7808. charging the defendant with gross neglect of duty for more than two years, and asking for divorce from said defendant.
Said petition will be for hearing on and after six weeks from the date of first publication

Ella Griffin.

7808.
Proof of Publication

Jan 18th 1901. The following Proof of Publication was filed
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 Dec 13. 1900

A. J. Hare.

Sworn to and subscribed before me this 18th day of Jan. 1901. fee $3.50

Chas Penhorwood. Clerk.

7858
Entry.

Jan 21st 1901 The following Entry was filed.
Ella Griffin
Vs. Court of Common Pleas. Union County Ohio.
John Griffin

Now came the plaintiff and the defendant having been legaly summond by publication and having failed to appear, the Court find John Griffin defendant in defaut for answer and demurrer to said petition, and find that the allegations thereof are confessed by defendant to be true. that the plaintiff at the time of filing her petition had been a resident of the State of Ohio. for one year next proceeding the same and was at the time a bona fide resident of the County of Union. and that the parties were married, as in said petition set forth. the Court further find upon the evidence addused. 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 Ella Griffin and John Griffin be and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that plaintiff pay the costs of this proceeding

F. A. Thompson Atty. for Plft.

Attest
Chas Penhorwood
Clerk.

Pleas continued and held at the Court House in Marysville within and for the County of Union. and 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 January towit:- On the 30th day of Jan-1901. be it remembered that heretofore towit:- On the 14th day of November 1900. Sarah E Gibson filed in the Clerks office. of the said Court of Common Pleas. the following petition against William W. Gibson.

7851 Summons

7851. Petition

Sarah E. Gibson

Vs In the Court of Common Pleas. Union County, Ohio.

William W. Gibson.

Plaintiff has been a resident of the State of Ohio for the year last past and has a bonafide residence in the County of Union. On or about the 23d day of November. 1876. at Coalville Athens Co- Ohio she was married to defendant. One child, Edward W. Gibson was born of said marriage. Nov. 23. 1881. During the entire time of their living together as husband and wife this defendant was guilty of extreme cruelty toward this plaintiff frequently striking her with his open hand. with his closed fist kicking her. This treatment was of frequent occurrence. Defendant for more than seven years last past has failed and wilfully neglected to provide plaintiff with the common necessaries of life. so that plaintiff has been compelled to live upon the charity of friends and her own exertions because of his idleness, profligacy and dissipation.

7851 Sheriff Return.

7851 Entry.

Defendant has been guilty of habitual drunkenness for more than three years last past and was so before plaintiff was compelled to leave him on account of his cruelty and his failure to provide for her. Wherefore plaintiff prays that she may be divorced from defendant. and that she may be decreed to have reasonable alimony. and such other relief as is proper.

Howard C Black & James H McCamble

Attorneys for plaintiff

State of Ohio. Madison County ss.

Sarah E. Gibson. being duly sworn says that she is plaintiff in the above entitled action: and that the facts set forth and allegations Continued in said petition are true as verily believed.

Sarah E. Gibson.

Sworn to before me and subscribed in my presence this 6th day of November, 1900.

J. L. Black. Notary Public.

To Clerk:-

Issue summons endorsed action for divorce and copy of petition filed herein for the defendant. William W. Gibson. to the Sheriff of Franklin County. Ohio.

7851
Summons

Nov 14th. 1900 The following Summons was issued
The State of Ohio. Union County. ss.
To the Sheriff of the County of Franklin. You are commanded to notify William W Gibson, that Sarah E. Gibson. has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a copy of which is herewith served on him) charging him with habitual drunkenness and failure to provide, and asking that she may 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 after the service of this writ.
You will make due return of this summons, on the 26th day of November A.D. 1900. Witness my hand and the seal of said Court at Marysville this 14th day of November A.D. 1900. Fees deposited
(Seal)
Chas Penhorwood Clerk.

7857
Sheriff Return.

Nov 24th. 1900 The following Return was filed.
State of Ohio. Franklin County ss.
Received this writ. 4 o'clock P.M. on the 14th day of Nov A.D. 1900 and on the 22" day of Nov. A.D. 1900. I served the same upon the defendant William W Gibson by personally handing him a true copy thereof together with a certified copy of the petition in this case.
Charles A. Pearce. Sheriff.
by E.E. Buell. Deputy.

7867
Entry.

Jan 8th 1901. The following Entry was filed.
Sarah E. Gibson.
Vs. In the Court of Common Pleas. Union County Ohio.
William W. Gibson.
This day came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having fail to appear, the Court finds him in default for answer and demurrer to the said petition, and finds that the allegations thereof are confessed by him to be true. The Court also find from the evidence adduced that the plaintiff, at the time of filing her said petition, has been a resident of the State of Ohio, for one year next preceding the same and was at that time a bonafide resident of this County of Union, and that the parties hereto were married as in said petition set forth.
The Court further finds upon the evidence addduced, that the defendant has been guilty of extreme cruelty toward plaintiff of gross neglect of duty in failing to provide plaintiff with the common necessaries of life, and that the said defendant has been guilty of habitual drunkenness for more than three years, as alleged. The Court finds that by reason of the causes aforesaid the plaintiff is entitled to a divorce as prayed for.
It is therefore ordered considered and adjudged by the Court that the marriage contract heretofore existing between the said Sarah E Gibson and William W Gibson be, and the same hereby is dissolved and both of the said parties are hereby released from the obligations of the same.
It is further considered and adjudged by the Court that the

said Sarah E. Gibson. plaintiff aforesaid. pay the costs of this proceeding: and execution is awarded.

Case. No. 7656.

Attest

Chas. C. Penhorwood.

Clerk

By Deputy

costs of this

Case. No. 7656. On April, 24th. 1906, the following Journal Entry was filed.

The Farmers Bank. Court of Common Pleas,

Vs. Union County, Ohio.

Willis Y. Roots, et. al.

Decree quieting title to lot 136. in A. L. Scott.

This day this cause came on for hearing on Motion of the said defendant A. L. Scott to re-docket this cause, and the same was submitted to the Court, On consideration the Court do sustain said Motion and order this cause re-docketed in the Court docket.

Thereupon this cause came on further to be heard on the answer and cross-petition of said defendant A. L. Scott, and the evidence, and the same was submitted to the Court. On consideration whereof the Court find that the said defendants W. Y. Roots and A. B. Roots entered into a contract with said defendant A. L. Scott to convey to said Scott the said Lot-Lot No. 136 in Roots Addition to said Village of Milford Center, Union County, Ohio, as set forth in defendants said Answer and Cross-Petition. The Court further find that said A. L. Scott has been in peaceable possession of said premises since August, 1893. The Court further find that said defendant A. L. Scott has paid on said lot the sum of $374.57 leaving a balance due of $5.43 to be applied on the costs herein. The Court further find that D. W. Ayers was the duly appointed and qualified Administrator of the Estate of said defendant A. B. Roots, now deceased, and that the said defendant A. L. Scott is entitled to have his title to said premises quieted.

It is therefore considered, ordered, adjudged and decreed by the Court that said defendants Willis Y. Roots and D. W. Ayers as Administrator of the estate of said A. B. Roots, deceased, convey to said A. L. Scott, within ten days, in completion of said real contract aforesaid the said premises described in the petition, viz:- the Lot No. 136 in W. Y. and A. B. Roots subdivision of Out-Lots Nos. 20, 21 and 22 in the Village of Milford-Center, Union County, Ohio, and that in default of said execution and delivery of deeds as aforesaid this decree shall operate as a conveyance of said premises as fully and completely and to all intents and purposes as if the same had been executed by said Willis Y. Roots, and by said A. B. Roots in his lifetime, and the title of said A. L. Scott shall be, and hereby is, quieted as against said defendants Willis Y. Roots, and the heirs and legal representatives of said A. B. Roots, deceased, 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 A. L. Scott, his heirs or assigns thereto.

It is further ordered that said A. L. Scott pay the costs herein in excess of said sum of $5.43 aforesaid.

Attest: Chas. P. Pendergood, Clerk.

By Clive E. Pendergood, Deputy.

1