

Jefferson County Circuit Court
Case Files - Civil

Box 25 Folder 3

November 1869, No. 323

Bishop, A. W., assignee of
Warren, Robert E.

^{vs.}
Reynolds, Thomas
Reynolds, Nancy A.
Schneider, Julius F.

Foreclosure

Debt \$852.90; 120 acres in
S17T40R6E; Supreme Court

5
Dear Sir After Date I received to day 16
the sum of \$100.00 from the sum of Eight
Hundred & fifty two & 90¢ Dollars for labor
received with interest at the rate of ten per cent
on the sum due for the
\$1852.20

Thomas Reynolds

Warrington Aug 29 1860

Judith
15-5-5, 28

P. H. Warren

Robt. Acquocas

7852.90 Nov

1860

Know all men by these presents that
We Thomas Reynolds and Nancy & Reynolds
The wife of the said Thomas of the County of
Franklin in the State of Missouri have
This day for and in consideration of the sum
of Eight hundred & fifty two ¹⁰⁰ dollars to the said
Thomas Reynolds in hand by Robert E. Warren
of the County of Franklin in the State of
Missouri. Granted bargained and sold and
by these presents do grant bargain and sell
unto the said Robert E. Warren the following
Described tracts or parcels of land situate in
the County of Jefferson in the State of
Missouri that is to say ^{fractional} section seventeen in
Township forty North of Range six East
containing one hundred and twenty six
Acres and ninety one hundredths of an acre
To have and to hold the premises hereby conveyed
With all the right privileges and appurtenances
thereto belonging or in anywise appertaining
unto the said Robert E. Warren his heirs and assigns
Forever — Upon this express Condition
Whereas the said Thomas Reynolds on the ~~fourth~~^{2nd} day of
January 1860 made executed and delivered to
said Robert E. Warren his certain promissory note
in words and figures following to wit
One day after date I promise to pay to the order of
Robert E. Warren the sum of Eight hundred & fifty
Two & 90 ¹⁰⁰ dollars for value received with interest
at the rate of ten per cent per annum till paid
Warrenville Jan 2^d 1860 Thomas Reynolds

Now if the said Thomas Reynolds his executor
or administrator shall pay the sum of money
specified in said note and all the interest
that may be due thereon according

To the tenor and effect of said note then
This conveyance shall be void otherwise
It shall remain in full force and virtue
In law

In Witness whereof we have
Hence subscribed our names and affixed
Our seals this 8th day of September
1860 Thomas Reynolds (L.S.)
Nancy A. Reynolds (Seal)

State of Missouri } SS
County of Franklin }

Be it remembered that Thos Reynolds and
Nancy A Reynolds his wife who are personally
known to the undersigned to be the
persons whose names are subscribed to
the within deed this day personally appeared
me and acknowledged that they
assigned the within deed for the uses and
purposes therein contained and the
Nancy A Reynolds being by me made
acquainted with the contents of said
deed acknowledges an entire separation
apart from his said husband that he
voluntarily and without
compulsion or under influence of
his said husband

Given under my hand this
5th day of Oct 1860
James M. Bay, J.P.

State of Missouri }
County of Jefferson } I the undersigned Clerk
of the Circuit Court, and Ex officio Recorder in
and for said County certify that the foregoing
instrument of writing was filed for record in
my office Decr 11th 1860 and is truly recorded in
Book. R. page 7.

Witness my hand and official
Seal date last aforesaid

Chas J. Honey

Recorder

Know all Men by these Presents:

THAT I Robert E. Warren, of Cheiro
County of Butte and State of California
Party

of the first part, in consideration of the sum of Eight Hundred Dollars
lawful money of the United States, to me in hand paid by

Amasa W. Bishop of said County & State

of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby
acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant,
bargain, sell, assign, transfer and set over, unto the said party of the second part, a certain Indenture of
Mortgage, bearing date the Second day of January in the year one
thousand, eight hundred and sixty.

made by
Thomas Reynolds and Mary C. Reynolds
Wife of said Thomas, To the said party of
the first part, and Recorded in the
Office of the County Recorder of Jeffers-
on County in the State of Missouri
in Book "R" of Mortgages page 700

together with the Note therein described, and the money due and to grow due
thereon with the interest.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs
Administrators and assigns, for his benefit
subject only to the proviso in the said Indenture of Mortgage mentioned: And I do hereby make, con-
stitute and appoint the said party of the second part my true and lawful attorney, irrevocable, in my
name or otherwise, but at his proper costs and charges, to have, use, and take all lawful ways and means for
the recovery of the said money and interest; and in case of payment to discharge the same as fully as I
might or could do if these presents were not made.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the
First day of March in the year one
thousand, eight hundred and sixty-six

Signed, Sealed and Delivered in the Presence of

R. E. Warren

State of California,

COUNTY OF

Butte

of May

before me,

Thos Pyle

said Butte

County, duly commissioned and sworn, personally appeared the within named

ss.

On this Tenth

day

A. D. One thousand Eight Hundred and Sixty Nine

a Notary Public in and for



Robt E Warren

whose name is subscribed to the annexed Instrument as a party thereto,

personally known to me to be the individual described in and who executed the said annexed

Instrument, and who

acknowledged

to me that he executed the same

freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand, and
affixed my Official Seal, the day and year in this
Certificate first above written.

Thos Pyle

Notary Public.



State of California, County of Butte.

I, **M. H. DARRACH**, Clerk of the County Court, in and for Butte County and State of California, the same being a Court of record, having common law jurisdiction, a Clerk and a Seal, do hereby certify that *Thomas Pyle* whose genuine signature appears to the foregoing certificate of acknowledgment, is a duly *Commissioned* qualified and acting *Notary Public* in and for said county and State, and was so at the time of his signing the same. That by the laws of the State of California, *Notary Public* are authorized to take acknowledgments, and that said acknowledgment is in due form of law.



In Testimony Whereof, I have hereunto set my official signature, and affixed the seal of our County Court, this *Twenty seventh* day of *May* A. D. 1869.

M. H. Darrach

County Clerk, ex-officio Clerk of the County Court of Butte County, Cal.

By Deputy Clerk.



STATE OF MISSOURI, }
COUNTY OF JEFFERSON. } ss.

I, the undersigned, Clerk of
the Circuit Court and Ex-officio Recorder
in and for said County, hereby certify that
the foregoing instrument of writing was
filed for Record in my office the 21st
day of June 1869, and is
truly recorded in Book No. One (1)
Pages 189 & 190.

Witness my hand and Official Seal,
date last aforesaid.

Elias F. Honey
Recorder

Assignment of Mortgage.

Robt E. Warren

TO

A. W. Bishop

Dated May 1st 1867

Filed for Record June.

21st 1867 E. J. Honey
Records

\$ 1.50 Paid

A. W. Bishop Plaintiff
 against
 Thomas Reynolds
 Nancy A. Reynolds his wife
 and Julius H. Schneider Defendants

In the Jefferson
 County Circuit
 Court Nov. Term
 A.D. 1869

Plaintiff states
 that one of the defendants Thomas Reynolds
 on the 2^d day January A.D. 1860 executed
 to Robt E. Warren a note herewith filed
 whereby he promised to pay the said Robt
 E Warren the sum of Eight Hundred
 & Fifty Two & 20/100 Dollars one day after
 the date thereof bearing two per cent interest
 from date till paid; and that, on the
 8th day of September A.D. 1860, the said
 Thomas Reynolds, and Nancy A. Reynolds his
 wife, for the purpose of securing the
 payment of said note, executed and
 delivered to the said Robt E. Warren a
 Mortgage deed (which is herewith filed),
 conveying to the said Robt E. Warren a
 tract of land, situate in said County
 of Jefferson to wit known in said Mort-
 gage deed by the following description to wit
 Fractional Section Seventeen in Town-
 ship Forty North of Range Six East
 containing one hundred and twenty
 six acres, upon the following conditions

which mortgage is recorded in Book R. page 7 in Jefferson Co. land records

"Whereas the said Thomas Reynolds on the 2^d day of January 1860 made executed and delivered to said Robt E. Warren his certain promissory note in words and figures following to wit: "One day after date I promise to pay to the ~~said~~ order of Robert E. Warren the sum of Eight hundred & fifty two & ⁹⁶/₁₀₀ dollars for value received with interest at the rate of ten per ~~cent~~ per annum till paid, Warrentonville Jan^y 2^d 1860. Thomas Reynolds" Now if the said Thomas Reynolds his executor or administrator shall pay the sum of money specified in said note and all the interest that may be due thereon according, to the tenor and effect of said note then this conveyance shall be void otherwise it shall remain in full force and virtue in law,"

Plaintiff further says that the said Robt E. Warren on the 1st day of May A.D., 1869 assigned in writing said note and mortgage to Plaintiff (which assignment is herewith filed), Plaintiff avers that the defendant Thomas Reynolds has failed to perform the said conditions on his part, and that said sum of Eight hundred and fifty two

Two Dollars, and all interest due thereon, remain unpaid, Plaintiff further states that The said Thomas Reynolds and wife by their deed dated March 17th. 1864 and Recorded in the Records office of Jefferson Co. Mo. in Book "J" page 320 sold & transferred all his right of redemption in said land to one F. J. Ackerman and that the said F. J. Ackerman & wife conveyed their interest ^{in said land} by deed of trust dated Oct. 27th 1864 and Recorded in the Records office in said county in Book "J" page 679, to the Trustee of John Leuziger & Leubert Meyer and that afterwards to wit on the 14th day of Dec A.D. 1867 the said Ulrich Schwendener Trustee of the said Leuziger & Meyer the holder of the notes in said deed of trust mentioned and at his request sold said land at public sale & the said defendant Julius H. Schneider was the purchaser and said trustee executed a deed for said land to the said Schneider which said deed is recorded in Book L page 358 Jefferson County records Plaintiff therefore asks Judgment against the said Thomas Reynolds for Eight hundred and fifty ~~Two~~ ^{Two} Dollars with interest thereon, and that the equity

of redemption of the said defendants
in and to said tract of land may
be foreclosed, and that the same, or as
much thereof as may be necessary, be
sold to pay off and discharge the
judgment rendered, and for other proper
relief

Wm Thomas
Atty for Plaintiff

A. W. Bishop
against
Thos Reynolds
Et. als-

Filed July 17th 1869
Elias. F. Honeywell
By L. H. Agnew & Co

THE STATE OF MISSOURI, } SS.
COUNTY OF JEFFERSON.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson—Greeting:

We command you, that you summon *Thomas Reynolds*
Nancy A Reynolds and Julius J.
Schneider

if ~~they~~ be found in your County, that
~~they~~ be and appear before the Hon. Judge of our Circuit Court, on the
first day of the next term thereof, to be begun and held at the town of Hillsboro,
within and for the County of Jefferson, on the ~~Seventh~~ Monday after the
fourth Monday of ~~September~~ next, then and there to answer unto

A M Bishop

upon *His* original petition, a copy whereof is hereunto annexed and
accompanies this writ, and have you then there this writ.

Witness, ELIAS F. HONEY, Clerk of our said Circuit Court,
with the seal thereof hereunto affixed, at office in Hillsboro, this

21st day of *July* A.D. 1869

Elias F. Honey
Clerk Circuit Court.

By *L. H. H. H.*

THE STATE OF MISSOURI, } ss.
COUNTY OF JEFFERSON.

Et Hinc est

I, James F. Schmeider, one of defendants herein, acknowledge service of the foregoing summons and petition, and make the report of being notified thereof according to the requirement of the Statute.

This 23^d day of August 1869. at St. Louis, Mo.

James F. Schmeider.

Executed this Writ and Portition in Jefferson County Mo. this 8th day of October 1869
 by leaving a copy of the complaint and Summons at the usual place of a holder
 with the within named Thomas Reynolds Defendant and also Executed
 the same by leaving a copy of the Writ with the within named Nancy A
 Reynolds with Thomas Reynolds as white member of the Familie
 above the age of fifteen years at Jefferson County Mo.

Chancery
 Clerk not
 out of court
 this 1st Dec 1869

Fred Luepstermayer Sheriff
 by Fred Vollmar

fees \$ 2.00

Deputy

1.50
 1.50
 3.00

JEFFERSON CIRCUIT COURT.

TO

Nov Term, 1869

A. M. Nichols

vs Defendant

Nancy Reynolds

vs Plaintiff

John Nichols

Original

1862.16

298238

The within was Served this 8 Day of October A. D. 1869 in Jefferson County Missouri, by deliv-

ering a copy of the Writ and the within Petition as furnished to me by the Clerk of the Circuit Court, to the within named Defendants Thomas
Hawkins, now being the first one served, and to further serve
the same by delivering a copy of the writ, to a white male
of the family of the Defendants Nancy A. Hawkins, over and
above the age of fifteen years, at her usual place of abode,
John A. Hawkins now at

For Fred Zollmann Deputy

Wm. A. ~~Wm.~~

5- 772

6-16, 33, 54, 114
116, 122, 124,
336

A. W. Bishop, plaintiff,
 against
 Thomas Reynolds, Nancy
 A. Reynolds, his wife, and
 Julius F. Schneider, defts.

In the Jefferson
 Law County Circuit Court
 November Term
 1869.

Now on this day comes Julius F. Schneider, one of defendants, by his attorney, and for answer to plaintiffs petition, says, that he has no knowledge or information, sufficient to form a belief, that Thomas Reynolds, another defendant, on the 2nd day of January A.D. 1860, executed to Robt. E. Warren the note described in and filed with plaintiffs petition, as therein alleged; and also says, that he has not now nor ever had any knowledge or information sufficient to form a belief, that on the 8th day of September A.D. 1860, the said Thomas Reynolds and Nancy A. Reynolds his wife, for the purpose of securing the payment of said note, executed and delivered to the said Robt. E. Warren the mortgage deed, filed with plaintiffs petition, and that they thereby conveyed to the said Robt. E. Warren the tract of land situate in the county of Jefferson, and described in plaintiffs petition, as plaintiff alleges, and this defendant further says, that

he has not now, nor ever had any knowledge or information sufficient to form a belief, whether or not such mortgage deed is or was recorded in Book R. page 7^e in Jefferson County Land Records, or that it was recorded any where else, and that said as alleged in plaintiffs petition, and that such mortgage deed contained the conditions, set forth in words and figures in plaintiffs petition.

This defendant further says, that he has no knowledge or information, sufficient to form a belief, that the said Robt. C. Warren on the 1st day of May A.D. 1869. or at any other time assigned in making the state and mortgage, described in plaintiffs petition, to plaintiff, by the assignment, filed with plaintiffs petition, or otherwise, as alleged in petition.

This defendant further says, that he has no knowledge or information, sufficient to form a belief, that the defendant Thomas Reynolds has failed to perform the conditions, of the mortgage, described in petition on his part, and that the sum of Eight hundred and fifty two ⁹⁰/₁₀₀ dollars and interest therein remain unpaid and due plaintiff, as alleged in petition.

This defendant for further answer

says, that the said Thomas Reynolds and Nancy, his wife, by their deed, dated, not March 17th 1864, as plaintiff says, but March 7th 1864, and recorded in the Recorder's Office of Jefferson County, Missouri, in Book T, page 320. sold and transferred, not only all their right of redemption, as plaintiff alleges, but their fee simple Estate and all their right, title and interest in the land described in plaintiff's petition, absolutely and unconditionally to one Francis J. Ackermann ^{for a valuable consideration} and that said Francis J. Ackermann and Mary A. his wife conveyed said land by deed of trust, dated October 27th 1864, and recorded in the Recorder's Office in said county, in Book T, page 679. to Ulrich Schrendener, as trustee of John Leuziger, Leonhard Meyer and John Leuziger, to secure a debt to said Leonhard Meyer and John Leuziger, which said Francis J. Ackermann owed to them, and which is described in said deed of trust, and that afterwards to wit in December 14th 1867, the said Ulrich Schrendener, as trustee as aforesaid, in pursuance of the power given to him by said deed of trust, at the request of the holders of the notes, described in said deed of trust, which remained due and unpaid sold the land, in petition described, in

the mode and manner, prescribed in said deed of trust, and that at such sale this defendant Julius F. Schmieder became the purchaser of said land, he being the highest bidder, and that upon the sale aforesaid, and in pursuance of the power given him in said deed of trust the trustee Ulrich Schmiedener executed and delivered to this defendant a deed for the land described in petition, dated December 14th 1867, and recorded in the Recorder's Office of Jefferson County, Missouri, in Book L., page 358.

This defendant therefore says, that he is the owner of said land and has a fee simple Estate in possession thereof, and not as plaintiff alleges, only an Equity of redemption, and that he holds said land free from and unincumbered by the mortgage, alleged in plaintiff's petition, or any other mortgage.

Julius F. Schmieder
by Henry F. Ahlers
his Attorney.

Ernest Louis
Jefferson, Me.
Charles, born 1869

A. M. Bishop,
Petit,

Thomas Reynolds
James A., m. m.
and Julius P.
Schneider, depld

James St Louis
J. Schneider to
petition.

Filed Nov 19 1869
Lewis & Henry Co

In the Circuit
Court of Jefferson
County, Missouri,
November Term 1869,

Now on this day comes Julius F. Schneider, one of dependants, by his attorney and by leave of Court files the following amended answer in the above case.

This defendant in answering plaintiffs petition says, that he has no knowledge or information, sufficient to form a belief, that Thomas Reynolds, another defendant, on the 2^d, day of January 1860, ~~executed~~ or at any other time executed to Robt. E. Warren the note, described in and filed with plaintiffs petition, as there in alleged, and also says, that he has not now nor ever had any knowledge or information sufficient to form a belief, that on the 8th day of September 1860, or at any other time the said Thomas Reynolds and Nancy A. Reynolds his wife, for the purpose of securing the payment of said note, executed and delivered to the said Robert E. Warren, the mortgage deed, filed with plaintiffs petition, and that they thereby conveyed to the said Robert E. Warren the tract of land, situate in the County of Jefferson, and described in plaintiffs petition, as

plaintiff alleges, and this defendant, further says, that, if said mortgage deed was made as plaintiff says, it was made and delivered without any consideration whatever, received by the pretended mortgagor.

This defendant further denies, that said mortgage deed is as was recorded in Book R, page 7, in Jefferson County Land Records, or that it was recorded anywhere else, as plaintiff alleges, and further says, that at the time, when he acquired said property, as hereinafter stated, he, this defendant, had not any knowledge or notice, actual or constructive, and by record as the law requires, or otherwise, of the existence of said pretended mortgage, and that he had no such knowledge or notice thereof at any other time, and also says, that he has no knowledge or information sufficient to form a belief that said mortgage deed contained the conditions, set forth in words and figures in plaintiff's petition.

This defendant further says, that he has no knowledge or information, sufficient to form a belief, that the said Robt. E. Warren on the 1st day of May 1869, or at any other time assigned in writing the Note and mortgage, described in plaintiff's petition, to plaintiff, by the assignment, filed with plaintiff's petition, or other

mise, as alleged in petition. This defendant further says, that he has no knowledge or information, sufficient to form a belief, that the defendant Thomas Reynolds has failed to perform the conditions, ^{of the mortgage} on his part, and that the sum of Eight hundred and fifty two ⁹⁰/₁₀₀ dollars or any other amount and interest thereon remain unpaid and due plaintiff, as alleged in petition.

This defendant for further answer says, that the said Thomas Reynolds and Nancy, his wife, by their deed, dated, not March 17th 1864, as plaintiff says, but March 7th 1864, and recorded in the Recorder's Office of Jefferson County, Missouri, in Book T. page 320. sold and transferred, not only all their right of redemption as plaintiff alleges, but their fee simple estate unencumbered and all their right, title and interest in the land, described in plaintiff's petition, absolutely and unconditionally to one Francis J. Ackermann for a valuable consideration and that said Francis J. Ackermann, and Mary A. his wife, conveyed said land by deed of trust, dated October 27th 1864, and recorded in the Recorder's Office in said county, in Book T. page 679. to Ulrich Schwenderer as trustee of Leonhard Meyer and John Leuziger, to secure a debt to said Leonhard Meyer and John Leuziger, which said Francis

J. Ackermann owed to them, and which is described in said deed of trust, and that afterwards to wit: on December 14th 1867. the said Ulrich Schmenderer, as trustee as aforesaid, in pursuance of the power given to him by said deed of trust, at the request of the holders of the Notes, described in said deed of trust, which remained due and unpaid, sold the land in plaintiffs petition described, in the mode and manner, prescribed in said deed of trust, and that at such sale this defendant, Julius F. Schneider became the purchaser of said land, he being the highest bidder, and that upon the sale aforesaid, and in pursuance of the power given him in said deed of trust, the trustee Ulrich Schmenderer executed and delivered to this defendant a deed for the land, described in petition dated December 14th 1867, and recorded in the Recorder's Office of Jefferson County, Missouri, in Book F. page 358.

This defendant therefore says, that he is the owner of said land and has a fee simple Estate in possession therein, and not as plaintiff alleges, only an Equity of redemption and that he holds said land free from and unencumbered by the mortgage, alleged in plaintiffs petition, or any other mort-

page as encumbrance.

This defendant asks judgment for costs.

Julius F. Schneides,
by Henry F. Ahlborn,
his attorney.

In the Circuit
Court of Jefferson
County, Missouri

A. W. Bishop,
vs.

Thomas Reynolds
Nancy A. Reynolds
and Julius F.
Schneider,

Amended Answer
to petition,

Filed July 27 1876
E. Honey & K

COUNTY OF JEFFERSON,

The State of Missouri.

To

Wm. W. Bergman

You are Hereby Commanded, That setting aside all manner of excuse and delay, you appear before our Circuit Court for the County aforesaid, on the 16th day of March 1876 at Hillsboro, then and there to testify, and the truth

to say in a certain matter of controversy, now pending in our said Court, wherein

Wm. W. Bergman

Plaintiff, and

Thos. W. Bergman

Defendant, on the part of Plaintiff and herein you are in no wise to fail.

WITNESS, Elias F. Honey, Clerk of our said Court, with the seal thereof hereto affixed, at office, this 23 day of February A. D. 1876
Elias F. Honey Clerk.

March Term 1846

At W Bishop

Thomas Reynolds

for Plaintiff

Thomas Reynolds

Sheriff fee 50.

I executed the within list on
Thomas Reynolds, in Jefferson
County Ind. by reading the
same to him on the 10th
day of March 1870.

Fred Buschtemeyer Sheriff
by Jo M. Danham Deputy.
~~the 10~~

Dec 50 W

AW Bishop

2

Thomas Reynolds and
Julius F. Schmidt

The Plaintiff comes and
for application to the new matter set
~~up~~ up in Defendant's amended
answer denies that the mortgage ~~made~~ on
by Plaintiff was without consideration or
that the assignment of the same to the
Plaintiff was without consideration
but he avers that the same were
founded on good and valuable
considerations. He denies that Defendant
Schmidt had no notice of the mortgage
made as when he bought the land
mentioned in said mortgage - but
he avers that said Schmidt had
both constructive and actual notice
of the mortgage and its contents.

Thomas & Thomas,
Attys for Plaintiff

Bishop

in

Reynolds & Co

Reply,

Filed March 22 1870

E. F. Hough etc

By L. H. Ayer & Co

1

A. W. Bishop, plaintiff,
 against
 Thomas Reynolds, Nancy
 A. Reynolds and Julius
 F. Schneider, defendants. } In the Circuit
 Court of Jefferson
 County, Missouri,
 March Term 1870.

Now on this day comes the Julius F. Schneider, one of defendants, by his Attorney, and moves the Court, to set aside the finding of the Court in the above case, as far as the same is against this defendant, and grant him a new trial for the following reasons, to wit:

- 1st, the finding of the Court is against the law, in the case,
- 2nd, the finding of the Court is against the evidence in the case,
- 3^d, the finding of the Court is against the weight of evidence, produced,
- 4th, the Court finding should have been for this defendant,
- 5th, the Court against law admitted evidence in the case against this defendant, which should have been excluded,
- 6th, the Court admitted as evidence in the case against the objection of this defendant a deed of trust, which should have been excluded,

7th. The instructions, asked by this defen-
dant and numbered 1. 2. 3. & 4, should
not have been refused, but given,
#2

Julius F. Schmuder
by Henry F. Ahlrens
his Attorney.

In the vicinity
East of Jefferson Co.
Mo.
March Term 1870.

A. M. Birch

or
Thomas Reynolds
Cherry St. Reynolds
22 West 4th St. Schmidt

Christen
wer sind
Juden? J. J. J.
der

Wid March 23/87
E. F. Newport

A. W. Bishop, *plff*,
 against
 Thomas Reynolds, Nancy
 A. Reynolds and
 Julius F. Schneider.
Defds.

In the Circuit
 Court of Jefferson
 County, Missouri,
 March Term 1870.

Now on this day comes Julius F.
 Schneider, one of defendants, and
 takes an appeal from the judgment
 of this Court in the above case, and
 for such purpose Henry F. Ahlner,
 attorney for said defendant, makes
 oath and says, that such appeal
 is not made for vexation or delay
 but because the appellant believes, that
 the appellant is aggrieved by the
 judgment or decision of the Court.

Sworn to and subscribed
 before me, this 23^d day
 of March A.D. 1870.

Henry F. Ahlner

Elias P. Henry *clerk*
 By L. H. Ayers *De.*

A. W. Bishop
vs
Thomas Reynolds,
—

Affidavit
for appeal
by Justin F.
Schneider.
—

Filed Nov 23 1884
E. H. H. C. H.
—

A. W. Bishop, *plff*,
 against,
 Thomas Reynolds,
 Stacey A. Reynolds
 and Julius F. Schnei-
 der, *defendants*.

In the Circuit Court
 of Jefferson County,
 Missouri.
 March Term 1870.

Be it remembered, that the above entitled
 case was called up for Trial on the 22nd
 day of March 1870, ^{being during the March Term of said Court} whereupon Plaintiff and
 Julius F. Schneider, one of defendants, an-
 nounced themselves ready for Trial, and
 neither party requiring a jury, the case
 was tried before the Court.

Plaintiff then to sustain the issues on
 his part, introduced as a witness Thomas
 Reynolds, one of defendants, who, being sworn
 said as follows:

Examination by plaintiff.

Question; Who signed the mortgage, ^{and Note} an-
 nexed to plaintiffs petition?

Objected to by defendant for the reason, that
 the proof of such mortgage, ^{and Note} ~~now~~ is irrelevant
 and cannot affect his rights, he being an
 innocent purchaser for a valuable consider-
 ation. This Objection was overruled by
 the Court, and the defendant excepted to
 such overruling of the same.

Answer: I and my wife signed said mortgage, ^{for the purposes therein mentioned} and I signed said deed.

Question: Do you know, whether F. J. Wokermann, to whom you gave a warranty deed for the land, after the mortgage mentioned, had notice of such mortgage?

Objected to, for the reason, that first plaintiff must show, that this defendant Schneider was present, and that unless plaintiff show this, it is irrelevant as against this defendant.

This objection was overruled by the court, and to the overruling the defendant excepted.

Answer: I told Wokermann at the time I gave him a Warranty deed, that ~~there~~ ^{was} ~~was~~ the deed of mortgage, mentioned, on the land.

Plaintiff then offered in evidence the mortgage annexed to his petition, made by Thomas Reynolds and wife to Robert W. Warren, and dated Septbr. 8th 1860, and which is in words and figures as follows to wit: (See copy mortgage) the offering of this mortgage as evidence as against this defendant Schneider, this defendant objected ^{they and there} for the following reasons to wit:

First. because said mortgage, purporting to be not acknowledged or proven as the law requires, was therefore not enti-

Filed, to be recorded, and hence could not be read in evidence as a recorded deed against this defendant, without proving that this defendant had actual notice of said mortgage,

Secondly: the plaintiff admitted, that said mortgage never was indexed, neither in the direct nor the inverted Indexes, in the Recorders Office of Jefferson County, Missouri, being the proper Office, and was not so indexed over nor, and upon this admission, this defendant further objected to said mortgage being read in evidence for the reason, that, it not being indexed as aforesaid, the same was not recorded as required by law.

Thirdly: because said mortgage showed upon its face, that it was given without consideration, and therefore could not be read as evidence against this defendant, he being an subsequent innocent purchaser for a valuable consideration.

The Court then overruled the foregoing objections by defendant to the reading of said mortgage as evidence against him, and this defendant excepted to said overruling of the objections, then and there.
~~It was then agreed by the parties, that the assignment of said mortgage~~

Plaintiff produced Book B page
1 belonging to Recorder of
Deeds in which Missouri showed the
Recording of said mortgage at that page & by to defendant

Plaintiff then offered in evidence the assignment of the mortgage by R. W. Warren to the plaintiff, dated _____ which assignment was admitted by the defendant to have been procured, ~~as made~~ and which is in words and figures as follows: (here copy assignment)
Plaintiff ~~here closed his case~~, then admitted that the deed from Thomas Reynolds and wife to F. J. Ackermann, described in the pleadings, petition and answers, contains no recital of the fact, that the mortgage from ^{Thayer} Reynolds to R. W. Warren was on the land, ~~and that in question~~.

Plaintiff here closed his case, and the defendant offered no further evidence in the case.

The above was all the evidence offered in the case by all parties.

Defendant then asked the following instructions to wit: (here copy instructions No. 1. 2. 3. & 4.)

The Court refused to give these instructions No. 1. 2. 3. & 4. asked by defendant, and the defendant then and there excepted to said refusal of the Court, to give them.

The Court then gave judgment for plaintiff, which is in words and figures as follows, to wit: (here copy judgment)

Whereupon this defendant Julius F. Schneider

filed his motion for to set aside the finding
and judgment of the court and grant a new
trial, which motion is in words and fig-
ures as follows to wit: (here copy mo-
tion for a new trial).

This motion the court, after hearing
the same, overruled, and the defendant
then and there excepted to the over-
ruling of the same.

And this defendant, ^{Julius F. Schlegel} prays, that this
his bill of exceptions be signed and
sealed and made a part of the
Records in this cause, which is ac-
cordingly done.

J. H. Hill. Judge

Seal

101
A M Bishop

vs.
Thomas Reynolds
et al.

Bill of
Exceptions
asked by Julius
F. Schneider.

Filed March 23 1870
Homer C. K.

Plaintiff offered in evidence Record Book "R" Jefferson County Land Records & ~~showed and~~ ~~in evidence~~ offered in evidence Page 7 on which the Mortgage in Plaintiff petition mentioned is copied, which was objected to at the time by defendant Schaeider for the reason that the original was ~~not~~ not acknowledged ~~or recorded~~ ^{proven} as the law requires, ~~which objections were overruled & the defendant~~ and was therefore not entitled to be recorded, and hence could not be given in evidence against this defendant, he being a subsequent purchaser for a valuable consideration.

This objection the court overruled and to the answering thereof this defendant at the time accepted.

A. W. Bishop, plaintiff
against
Thomas Reynolds, Nancy
A. Reynolds, his wife,
and Julius F. Schneider,
defendants,

In the Jefferson
County Circuit Court,
Missouri,
March Term 1870,

We, Julius F. Schneider, as principal, and
John Ruedi, and Francis Saler,
— as securities, acknowledge ourselves
indebted to A. W. Bishop, in the sum of
Two Hundred dollars, for the payment of
which we bind ourselves, our heirs, execu-
tors and administrators.

Upon condition however as follows, to
wit: Whereas the said Julius F. Schneider,
one of the defendants in the above entitled
case, has taken an appeal from the judg-
ment of the Circuit Court of Jefferson
County, Missouri, rendered in the above
case at the March Term ¹⁸⁷⁰ of said court,
which appeal has been allowed,

Now, if said Julius F. Schneider, the appellant
in said case shall prosecute his appeal with
due diligence to a decision in the district
court, and shall perform such judgment, as
shall be given by the district court, or such
as the district court may direct the Circuit

court to give, and if the judgment of such
court or any part thereof be affirmed,
that he will comply with and perform
the same, so far as it may be affirmed as
against this appellant, and will pay all
damages and costs, which may be award-
ed against this appellant by the district
court, - then this Bond shall be void,
otherwise remain in full force and
effect.

Given under our hands and seals this
20th day of April A.D. 1870.

Julius R. Schneider (seal)

John R. Rind (seal)

Frederic Salter (seal)

E. Amor (seal)

Approved May 3rd 1870
C. H. Hays Clerk Dist. Ct.
Per J. H. Alfred D. C.

In the Jefferson
County Circuit
Court,

March Term 1874

J. M. Bishop
vs.

Thomas Reynolds
James A. Reynolds
& Susan F. Reynolds,
Deftds.

Chancery Bond,

March May 9th 1870
C. J. Housen vs

In the Supreme Court held at St. Louis, of the State of Missouri,

October Term 1871

October 31st 1871

A. W. Bishop

Def't. in Error

Error to Second

District Court.

*Thomas Reynolds, and Nancy
A. Reynolds, and Julius
F. Schneider*

Pl'fs. in Error

Now again come the parties aforesaid, by their respective attorneys, and the Court being now sufficiently advised of and concerning the premises, doth consider and adjudge that the judgment rendered herein by the said *Second District Court* be in all things affirmed and stand in full force and effect, and that the said *Defendants in Error* recover of the said *Julius F. Schneider P. & Co.* his costs and charges herein expended, and have execution therefor. Opinion filed.

STATE OF MISSOURI, SS.

O. F. Fishback

I, ~~ANDREW W. MEAD~~, Clerk of the Supreme Court, held at St. Louis, of the State of Missouri, certify that the above and foregoing is a full, true and complete copy of the judgment rendered in the above entitled cause, as fully as the same remains of record in my office.

In Testimony Whereof, I have herunto set my hand and affixed the seal of said Court, at office in the City of St. Louis, this *Ninth* day of *December* A. D. eighteen hundred and *seventy*.

O. F. Fishback Clerk.

R. H. Paul, Jr.

Supreme Court of Missouri.

W. Bishop J.C.

Thomas Reynolds,
and
Julius F. Schneider J.C.

MANDATE.

Judgment of the District Court

Affirmed.

Jefferson Circuit Ct.

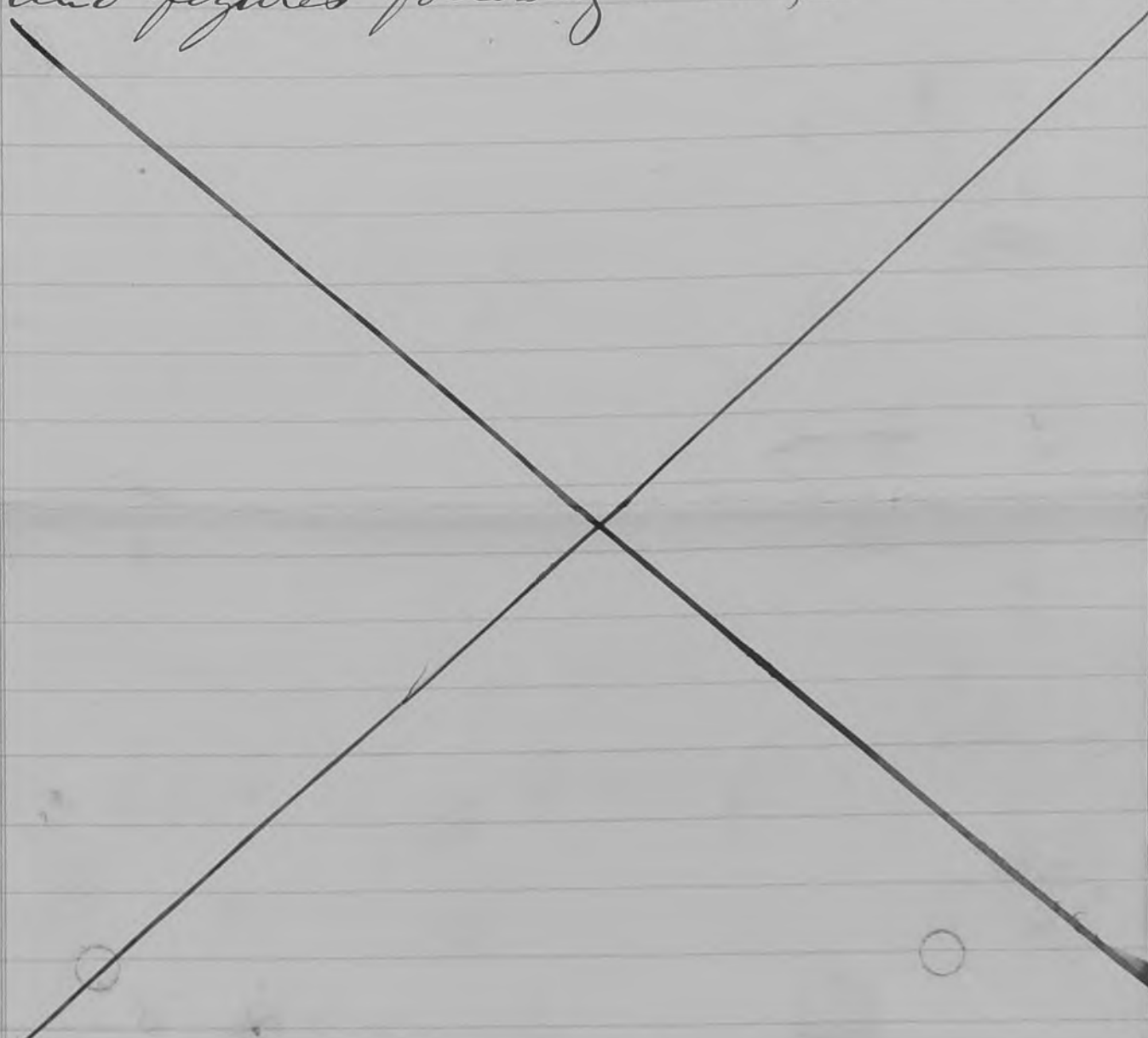
Filed Dec 10 1890,

Wm. Boyce Clerk

By Chas. H. Haines D.C.

State of Missouri Ss.

Be it remembered that
heretofore, to wit on the 1st day of October A.D.
1870 there was filed in the office of the Clerk
of the Supreme Court held at St. Louis of the
State of Missouri a transcript of the record and
proceedings had in the Jefferson County
Circuit Court, in the case of A.W.
Bishop vs. Julius F. Schneider et al,
and that among other things contained
in said transcript there appears a copy
of the judgment of the said Jefferson County
Circuit Court which is in the words and
and figures following to wit:



A. W. Bishop

vs.

Thomas Reynolds
Nancy Schneider
Julius Schneider

} Now at this day
comes the respective
parties to the above en-
-titled cause, and all and

singular the matters in controversy being sub-
-mitted to the Court, neither party requiring a
jury the Court after hearing the evidence and
argument of counsel doth find the issue for
the Plaintiff and the Court proceeding to
ascertain the amount of money due the
Plaintiff on the mortgage sued on, herein
doth find that there is now due unpaid
thereon from Thomas Reynolds one of said
defendants the sum of Fifteen Hundred and
fifty five $\frac{28}{100}$ Dollars for which plaintiff
has a lien on the land herein after described
in the hands of Schneider by virtue of said
mortgage.

It is therefore considered and adjudged
that plaintiff have and recover of and from
said Thomas Reynolds the sum of fifteen
hundred and fifty five $\frac{28}{100}$ Dollars together
with the costs herein laid out and expended
and adjudged by the Court the equity and redemp-
-tion of both defendants in and to the fractional
section seventeen Township forty ninth Range
~~six~~ east containing One hundred and twenty
and $\frac{96}{100}$ acres being same land described

in said mortgage to be foreclosed and that
the Sheriff of Jefferson County Missouri proceed
to sell such equity of redemption of defendants
in and to said real estate during some day
of the September term of this Court for
1870, as the law requires and report his
proceedings to this Court.

In Testimony Whereof I have to set
my hand and affix the
seal of said ^{Lippincott} Court, at office
in the City of St. Louis, this
seventh day of February A.D.
1871.

Francis Minor Clerk
per Just. Paul D. C.

No 1.

A. W. Bishop, plaintiff,
against
Phamar Reynolds, et
al. Defendants.

Declaration of law asked by
Julius F. Schneider,

If the Court find from the evidence, ^{1st} that the mortgage, described in plain-
tiff's petition, never was nor now
is indexed in the Index-books, kept
in the Recorder's Office of Jefferson County,
Missouri, of land titles, neither in
the direct nor inverted Indexes and that
said mortgage was not proven or
acknowledged, as the law requires;—
then, even if said mortgage was copied
on the Land-Record-Books of said
County, kept in the Recorder's Office of
said County — the Court will find
for defendant Julius F. Schneider,
unless the Court find also, that
said defendant had actual and
direct notice of the existence
of said mortgage, at the time, he
acquired said land.

No. 2.

J. M. Bishop
against
Thomas Reynolds
et al.

Declaration of law asked by defendant Julius F. Schneider,

If the court find from the evidence that the mortgage, described in plaintiff's petition, was given without any consideration and that it appears upon the face of said mortgage, that the same was given without consideration, then said mortgage is no evidence against this defendant, Schneider, who is admitted by the pleadings to be a subsequent purchaser for a valuable consideration.

A. W. Bishop, petff,
against
Thomas Reynolds, Nancy
A. Reynolds and Julius
F. Schneider, defendants.

Declaration of law, asked by Julius F. Schneider.

Of the court, find from the evidence that defendant Julius F. Schneider at the time he acquired the land mentioned in plaintiff's petition, had no notice either actual or constructive, of the existence of the mortgage, mentioned in plaintiff's petition, then it being admitted by the pleadings, that said Schneider is a subsequent purchaser for a valuable consideration, the court will find for said defendant.

Bishop
vs.
Reynolds
et als.

Instruction
asked by
Julius F. Schnei-
der.

Filed March 22 1870
E. H. H. H. H. H.

You are hereby Covenanted to the
 Above to the to the
 999 Minors
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 Wine

you are lovely
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C O O O O

772

16, 33, 54, 114, 116, 122, 124
sludge Mar 22 1987 D 6-114

June 20th

20/10/20

rule 20 "20

Gen 25-28

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Book on 20

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Dr Grandall 35-

Order 35 Bond 50

200

Judgment against

Armenia Bergmollia 15-55; 28

And Dec 17-40-63 125 ⁹¹ Nov

Ms Boyce etc

Due 20th March 1913

Coals 30 —

1350.

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2050.

1950.

\$ 100.
