

Jefferson County Circuit Court
Case Files Civil
December 1876

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Reaban, Jacob

vs.

Thomas, John L.

Set aside Deed of Trust

160 acres in S3, 10 T 41 R3 E

Jacob Reaban, Plaintiff } In the
against } Circuit
John L. Thomas, Defendant } Court of
Jefferson
County,
Missouri

Plaintiff states that one James L. Wideman was on the 19th day of January 1874 & for many years prior to that time the owner of the following described Real Estate Situate in Jefferson County, Missouri, to wit, The South East Quarter of the South West Quarter of Section Three also the North East Quarter of the South West Quarter of Section Three also the South West Quarter of the South East Quarter of Section Three also the North East Quarter of the North West Quarter Ten all in Township Forty one Range Three East containing in all 160 acres more or less,

That being such owner said James L. Wideman on said 19th day of January 1874 for the purpose of covering up the title of said land by which means he hoped to deceive and mislead Lemmy Wideman his wife who at that time had pending against him in the Circuit Court of said County, a

Suit for Divorce and alimony
and to circumvent her and prevent
her ~~recovering~~ ^{collecting} any judgment which
she was likely to recover in that
suit against him Made, Executed
and had Recorded in the Recorder's
Office of Jefferson County Missouri
a Deed of Trust bearing date on
January 19th 1874 and which was
Recorded on the 27th of the same
month in Record Book Number
Six of the Records in said Recorder's
Office at page 133 thereof by which
said Deed of Trust said James L.
Wideman purported to convey the
above described Real Estate to the
defendant John L. Thomas as
Trustee in Trust clothing him
with power to make sale of said
Real Estate upon giving twenty days
notice of the time, terms, & place of
sale & of the property to be sold by
advertisement in some newspaper
printed & published in said County of
Jefferson and to receive the proceeds
of such sale and to pay therewith
the costs of executing said Trust &
also the promissory notes which are
in said Deed described as being two

Notes purporting to be payable to one Michael R. Duggin who is made the party of the Third part and apparent beneficiary in said Deed of Trust each of said notes purporting to be for Five Hundred Dollars and due in one and two years from date with ten per cent interest each from date.

Plaintiff states that there was no consideration whatever for either said notes or Deed of Trust, that said James L. Wideman received no money or any valuable thing whatever for either said Deed of Trust or either of said notes, and Plaintiff avers that there is not now neither was there at the time of the execution of said Deed of Trust and notes any such person as Michael R. Duggin but on the contrary the said notes and Deed of Trust were executed by said Wideman to a fictitious ^{as appears from the record} person, who had no existence and said Deed was by said Wideman placed of Record as before stated for the purpose of covering up his said lands and defrauding his said wife and defeating

her said suit against him
neither were the pretended notes
described in said Deed of Trust
ever executed by said Wideman
neither was said pretended Deed
of Trust ever delivered to any
such person as Michael R.
Duggan or to Defendant the
Trustee therein but was after
being Recorded retained by said
Wideman in his possession

Plaintiff states that since the
Recording of said pretended Deed
of Trust he has purchased said
Real Estate from said James L.
Wideman and received from him
a Deed of Conveyance therefor
and been placed by him in the
possession thereof and now is
in such possession and that
said pretended Deed of Trust is
a cloud on Plaintiff's title to his
said Land of which he was not
aware when he purchased it from
said Wideman that the same is
such a cloud on Plaintiff's said
Land, as that he can not
sell, or otherwise realize its value

and can not in anywise get-
said cloud removed from his
said Land except by the
interposition and Decree of this
Court wherefore in consider-
-ation of the Premises Plaintiff
prays the Court to Decree
that said Deed of Trust be
set aside, vacated and annulled,
that defendant be divested
of the ~~Legal~~ Apparent Legal
Title which he appears from
the Record of said Deed of Trust
to have by reason of which
apparent Title said cloud is
Created on said Land and that
said pretended Deed of Trust be
cancelled as being void in Law
and the cloud which it casts on
Plaintiff's said Land be removed
and that the Court will grant
other proper relief.

Jos. Williams
Attorney for Plaintiff

I waive notice of the within & voluntarily
enter my appearance to this suit.
Dec 20th 1876.

John Thomas

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Apr. 10 sub 80	45
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Jesse Leaban
as
John T. Thomas
action to cancel
trust aside a
Deed of Trust
etc
Original

File & Dec 20 1876
to Madison
Clerk