

Jefferson County Circuit Court
Case Files - Civil
September 1877, NO. 13

Box

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Folder 53

Butz, Frederick

vs

Blank, William

Foreclosure

Debt \$675; 77 acres in
Survey 1832 T 40 R 4 E

Frederick Butz, Plaintiff (In the Circuit
15 William Blank, Defendant) Court of Jeff.
County Mo.
Sept. Term 1872.

Plaintiff states that the defendant by his promissory note dated July sixth 1869. promised to pay to plaintiff six hundred and seventy-five dollars payable viz: Three hundred dollars twelve months after date and three hundred and seventy-five dollars payable two years after date - & with interest from date at the rate of six percent per annum, which note is due and remains unpaid.

Plaintiff further states that for the purpose of better securing the payment of said promissory note to plaintiff the defendant executed and delivered to plaintiff a mortgage in the nature and form of a deed of trust of even date with said note upon the following described real estate: situated in Jefferson County Missouri viz:

All of Lot number three in
United States Survey number Eight-
teen hundred and thirty-two, containing
seventy seven $\frac{76}{100}$ acres, in Township
40 Range 4 East. A copy of
✓ which Mortgage or deed of trust
is herewith filed, the original being
lost or destroyed and not in the
possession of this Plaintiff.

✓ Plaintiff avers that ~~the defendant~~ ~~for~~
the pretended release shown on the
margin of the record, dated October
17th 1870, acknowledging full
payment ^{and satisfaction} of the note secured by
✓ the mortgage or deed of trust, and
signed by this Plaintiff, was procured
without any consideration whatever
by the defendant or anyone for
him. Charges the fact to be, that
said Blank, the defendant, by fraud
and misrepresentation, designedly,
wickedly and corruptly procured
✓ said release from the Plaintiff
upon fraudulent and false
representations made to Plaintiff
viz: defendant pretended to pay
to Plaintiff the amount of said

note secured by said mortgage, or
deed of trust, ^{transferring and delivering} by ~~assigning~~ a
pretended note, to plaintiff which
pretended note was at that time
void, which fact was well
known to the defendant at the
time of said ~~and~~ transfer to this
plaintiff which fact defendant
concealed and kept unknown to
plaintiff with a view and for
the purpose of cheating & defrauding
plaintiff and thereby procuring the
said release from plaintiff;
together with a delivery of the
said note secured by said mortgage,
or deed of trust to said defendant,
✓ which note is now in the possession
of said defendant, - without
any consideration moving from
the defendant to the plaintiff for
said note on any part thereof
but that said note was procured
fraudulently, cunningly, wickedly
and designedly, with a view and
for the purpose of cheating and
wronging this plaintiff out of
✓ the amount of money evidenced
by said note

Plaintiff charges the fact to be, that the amount of money expressed in said mortgage or deed of trust is wholly unpaid on any part thereof, and that the defendant has wholly failed to comply with the terms and condition of said mortgage or deed of trust.

Plaintiff therefore ~~seeks the court to cancel and hold for naught the said release~~ avers that under the circumstances aforesaid, the said said satisfaction and release of said mortgage or deed of trust as the margin of the record thereof so fraudulently obtained as herein before mentioned ought to be set aside, cancelled and for naught held and returned, and that plaintiff ought not to be precluded thereby or in any other manner, from enforcing the payment of said note by foreclosing the mortgage or deed of trust given to secure the payment

✓ Thereof. Plaintiff charges that
the actings doings and pretences
of the said defendant, are
contrary to equity and good
conscience, and tend to the
✓ manifest wrong, injury and
oppression of the plaintiff.

In consideration whereof and
for as much as the plaintiff
is without remedy in the
premises, at law, and can
only have relief in a court of
equity where matters of this
nature are properly cognizable
and relievable. To the end
therefore that the said defendant
may come to a fair and just
account the plaintiff prays
that the said satisfaction and
release of said mortgage, or
 deed of trust, on the margin
of the record thereof may for
the reasons and under the
circumstances aforesaid, be
set aside by this Honorable Court
and declared to be fraudulent
and void. And as plaintiff
further shows to the Court that

with

The said principal sum of six hundred and twenty five dollars, ~~or~~ or any part thereof was paid to Plaintiff or any person for his use, at the time the same became due or afterwards, but now is, together with the interest thereon due to Plaintiff, that said defendant fails and refuses to pay the same wherefore Plaintiff prays judgment against the defendant for ~~the~~ six hundred and twenty five ^{dollars} and the interest due thereon and that the Court will order and decree that the equity of redemption of the defendant, to the real estate aforesaid, be forever foreclosed, and that the same or so much thereof ^{may} be sufficient to pay the debt aforesaid together with costs of suit be sold and the proceeds applied to the payment thereof, and that that the plaintiff may have such further and other relief in

The premises as he may
be entitled to according
to equity and good conscience,
or the nature of his case
shall require, and to whom
Honor shall seem meet and
proper.

Byrnes & McMillan
Atty for Plff

Filed August 1877
J. C. McNamee
Clerk

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 *William Blank*

if he be found in your County, that he be and appear before the Honorable 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 *Second* Monday after the fourth Monday of *September* next, then and there to answer unto

Frederick Buz

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

Witness, C. THO. HORINE, Clerk of our said Circuit Court, with the seal thereof hereunto affixed, at office in Hillsboro, this *6th* day of *August*, A. D., 187*7*.

C. Tho. Horine, Clerk Circuit Court.

198.232.246.203.300
354.009.601

13,4516

RETURNABLE
TO
JEFFERSON CIRCUIT COURT

Sept. TERM, 187

Fredrick Butts

W

William Blount

Original

Fredrick Rutz, Plaintiff

vs.

William Blank, Defendant,

In the Circuit Court
of Jefferson County

Feb. Term 1877

Now comes the Defendant and for answer
to Plaintiff's petition denies that he ever
executed the Note described in Plaintiff's
petition and denies that said Note
or any other is due & unpaid Plaintiff
by Defendant. Defendant denies
that a Note as described by Plaintiff
was ever secured by deed of Trust or
Mortgage on Lot Number three in
United States survey number 1832
in Township 40 Range 4 East, in
Jefferson County Missouri or any
other land of Defendant.

Defendant denies that the release
referred to by Plaintiff in his peti-
tion, was procured without any
consideration and denies that
Defendant by fraud, misrepresen-
tation, designedly, wickedly and
conspicuously procured said release
or any other release of a deed of
Trust from Plaintiff upon fraud

lent and false representations made by Defendant to Plaintiff.

Defendant states that on July 6th 1869 he executed and delivered to Plaintiff two promissory Notes one for \$300 and the other for \$375 which Note was secured by Deed of Trust on the land described in Plaintiff's petition, that said Notes ^{with the interest} have been fully paid, and the said land conveyed by Deed of Trust to secure the payment of the same was voluntarily, without any false representation by Defendant, released on the margin of the record, by Plaintiff.

Defendant denies each and every allegation of Plaintiff touching the Note and Deed of Trust, and each and every allegation made by Plaintiff in his petition.

And having fully answered Defendant asks to be discharged with his costs.

J. H. Vail Attorney for
Defendant,

Frederick Butz-

vs.

William Blank

~~Answer~~

Filed Monday Jan'y 14th 1878
O. H. Stone
Clerk

Frederick Butz Plaintiff { In the Circuit Court
vs { of Jefferson County
William Blain Defendant { Missouri

We bind ourselves to pay all
costs that have accrued, or that may
accrue in the above entitled case
August 1st 1878 To Butz ~~Attorney~~
S. M. Barrows 

Bulky

Blank

L. L. D. Aug 29 - 1878

C. W. Morris

clerk