

Jefferson County Circuit Court
Case Files - Civil
December 1840, No. 8

Box

5

Folder

39

Dent, Frederick

v.

Brown, Charles

Foreclosure

Amount due \$280.34; property located S-26,
T-43, R-4, 80 acres

\$280.³⁴/₁₀₀ or twelve months after date I
promise to pay J. K. Q. and two hundred &
eighty dollars & thirty four ~~cents~~ for
the redemption of a Mortgage given
to him on a certain tract or parcel of
land lying in Jefferson County State of
Missouri purchase of Alexander Burn,
the grantor Section No 26. in township No 43
in Range No 4 East containing 80 acres
do witness my hand and Seal this 14
day of June, 1839. C. Brown Seal

Note
C Brown
\$280.34
1784

Assign the within note to
H Dint for value received
this 1st June 1840
H Dint

Received on the within
note Seventeen Dollars
and Seventy four Cents
Garrison June 16. 1840

filed Dec 7 1840
H Dint
Not V. W. at New
Ct. k

State of Missouri } In the Jefferson Circuit Court
County of Jefferson } December Term AD 1840

To the Honourable the Circuit Court
within for the said County of Jefferson.

The petition of Frederick Dent respectfully shew-
eth that one Charles Brown of the County of Saint
Louis in the State of Missouri on the fourteenth day of
June in the year of our Lord one thousand eight hundred
thirty nine at said St Louis County, to wit, at the
County of Jefferson aforesaid, made his Indenture of that
date between himself as party of the ~~first~~^{one} part and one
John C Dent of said County of St Louis as party of the
other part, whereby, for and in consideration of the sum
Two hundred & Eighty dollars and Twenty four cents to him
the said Brown in hand paid by the said John C, the
receipt whereof is by the said Indenture acknowledged, gran-
ted, bargained & sold aliened and confirmed unto the said
John C. & to his heirs assigns forever all that tract or
parcel of land situated in the said County of Jefferson in
the State of Missouri - the Quarter of section number
Twenty six in Township number Forty three of Range num-
ber Four East containing Eighty acres, - The said tract of
land was purchased by Alexander Brown from the United
States as is shown by Duplicate Receipt of the United States
~~Receipt~~ Number nine thousand four hundred & fifteen. To
have & hold the premises aforesaid with all the privileges and
appurtenances belonging or in any wise appertaining, unto
him the said John C. and his heirs assigns forever. Provided
always that the said Presents were upon this express condition

that if the said Charles Brown his heirs, executors or administrators should pay or cause to be paid to the said John C. his heirs executors administrators or assigns the sum of Two hundred and twenty eight dollars and twenty four cents in current money for a Note that would become due on the fourteenth day of June Eighteen hundred and Forty ~~four~~ for the amount above mentioned bearing date with the said Indenture, executed by the said Charles Brown to the said John C. then and from thence forth the said Promise or indenture and every thing therein contained should cease and be void any thing therein contained to the contrary notwithstanding. In witness whereof the said Charles Brown by the name and description of C. Brown then and do set his hand and seal, and one Harriet Brown then and do set her hand, the said fourteenth day of June in the year of our Lord Eighteen hundred thirty nine in presence of Alexander Burns. And on the said day & year last aforesaid at said County of Jefferson the said Charles Brown by the name & description of C. Brown personally appeared before me Isaac Sallens who was then & there an acting Justice of the peace within & for the said County of Jefferson duly commissioned & qualified as such & to whom the said Charles Brown was personally known to be the same person whose name was subscribed to the said Indenture as party thereto and acknowledged the same to be his act & deed for the purposes therein mentioned - as shown by the Certificate to that effect of that ^{part} of him the said Isaac Sallens Justice of the peace as aforesaid. And the said Harriet Brown at the said County of Davis, to wit, at the county aforesaid on the second day of April in the year of our Lord one thousand eight hundred & forty personally came before John Mackay a Justice of the Peace, ^{duly commissioned, qualified & acting as such} to whom the said Harriet Brown was

personally known to be the same person whose name is
subscribed to the said Indenture as a party thereto, she the said
Harriet having been by the said last named Justice of the Peace
first made acquainted with the contents thereof examined
separately & apart from ~~the said~~ her husband the said
Charles Brown whether she relinquished her dower to the lands
therein mentioned fully, voluntarily & without
compulsion or undue influence of her said husband,
acknowledged the same to be her act & deed for the purposes therein
mentioned ^{alleged that she} relinquished her dower to the lands therein
mentioned, fully, voluntarily, and without com-
pulsion or undue influence of her said husband - as shown by the
certificate to that effect of the ^{date of the} day & year last mentioned of
the said last named Justice of the Peace, attached to said
Indenture - all of which will more fully & at large ap-
pear by reference to the said Indenture & certificates of acknowl-
edgments now ready here to the court to be produced and
shown on record in the Recorder's office of said County of
Jefferson in Book III pages one hundred & forty eight & forty
nine.

Your Petitioner also states that the note above men-
tioned & referred to in said Indenture of Mortgage is a note under
and executed by said Charles Brown by the name & description
of C. Brown bearing date the said fourteenth day of June
in the year of our Lord Eighteen hundred & thirty nine,
whereby the said Brown promised to pay twelve months
after the date thereof to the said John C. Dent by the name
and description of J. C. Dent Two hundred & eighty dollars
thirty four cents for the redemption of a Mortgage (- to wit
the said Indenture of Mortgage above described - given to him the
said John C. on the premises aforesaid, ascribed in said Note
as a certain ^{trust or} parcel of land lying in Jefferson County, State of

Missouri purchase of Alexander Burns - the quarter section
number twenty six in Township in ~~Township~~ number
forty three in Range number four East containing eighty
acres - as will also more fully appear by reference to said
note under seal, which is now here to the Court produced
and shown -

Your petitioner also shows that on the first
day of June in the year of our Lord Eighteen hundred &
forty the said John C. Dent by the name & description of
J. C. Dent - to wit, at the County of Jefferson aforesaid, assigned
the said note to your petitioner by the name & description
of J. C. Dent for value received - which assignment is in
the words & figures following, to wit - "I assign the within
note to J. C. Dent for value received the 1st June 1840

J. C. Dent" - by virtue of which, your petitioner has become
the assignee of the debt aforesaid according to the statute
in that behalf made & provided is entitled to sue for the
recovery of the said debt in his own name by petition for process.

Your petitioner also represents that on the sixteenth day
of June in the year of our Lord Eighteen hundred & forty
at Gravies, to wit, at the County aforesaid there was
paid on the said note the sum of seven hundred dollars and
seventy four cents - but that there has never at any time been
paid on account of said debt or said note by the said Charles
Brown or any other person whatsoever to the said John C.
Dent or to your petitioner any other sum or sums of money
than that above mentioned and the said note & the interest
thereon account still remain wholly due & unpaid except as
aforesaid.

Wherefore your petitioner prays that the said
Charles Brown may be made defendant to this suit
proceeding and that judgment may be rendered in favor
of your petitioner against him for the debt aforesaid together

with damages for the detention thereof & costs, and
that the equity of redemption of the premises aforesaid
may be foreclosed. and that the debt & damages & costs
found to be due your petitioner, & costs, may be levied of
the said mortgaged property, and if the said mortgaged
property be not sufficient to satisfy said debt, dam-
ages & costs, then that the residue may be levied of other
goods, chattels, lands & tenements of said Charles Brown
and as in duty bound he will ever pray &c

J. Polk for T. Dent Off

No 8

Upper Circuit Court
December Term 1840

For
Dorwick Sent

Charles Brown

This is a Petition to fore-
close Mortgage -

The Clerk will advise

Memorandum to Sharon's

County where Defendant

resides the land lying in

Sharon County

J. P. M. C. D.

Filed Oct 7th 1840

W. D. Matthews,

Att'y

County of Jefferson, ss.

THE STATE OF MISSOURI,

To the Sheriff of the County of ^{Saint Louis,} Jefferson, GREETING:

We command you to summon Charles Brown
if he be found in your County, that he
be and appear

before the Judge of our Circuit Court, on the first day of the next
term thereof, to be held at the Town of Willsboro
within and for the County of Jefferson, on the ~~second~~ ^{first} Monday
of December next, then and there to answer unto the
petition of Frederick Dent to foreclose a
mortgage of Real Estate, a copy of which
is hereto attached

to the damage of said plaintiff

dollars.

And have you then there this writ.

Witness, JOHN S. MATHEWS, Clerk of our said Court,
with the Seal thereof hereto affixed, at office in the Town
of Willsboro this seventh day
of October, in the year of our Lord eighteen
hundred and forty

John S. Mathews Clerk.

Executed this writ in the County of Saint Louis by offering
to read it and the petition to Charles. Brown on the 29th of
October 1840 which he refused to hear.

Fees \$1.00

Marshall. Brotherton Sheriff
By Joseph C. Brown Deputy

State of Missouri } In the Jefferson Circuit Court
County of Jefferson } December Term AD 1840
To the Honorable the Circuit Court
within and for the County of Jefferson,

The petition of Frederick Dent respectfully shew-
-eth that one Charles Brown of the County of Saint
Louis in the State of Missouri on the fourteenth day
of June in the year of our Lord One thousand eight
hundred & thirty nine, at said St Louis County to wit
at the County of Jefferson aforesaid, made his Indenture
of that date between himself as party of the one part
and one John C Dent of St Louis as party of the other part,
whereby, for and in consideration of the sum of Two hundred
& Eighty dollars and twenty four cents, to him the said
Brown in hand paid by the said John C, the receipt whereof
is by the said Indenture acknowledged, granted, bargained
and sold, aliened and confirmed to the said John C & to his
heirs & assigns forever all that tract or parcel of Land situated
in the said County of Jefferson in the State of Missouri,
the Quarter of Section number Twenty six in Township
number Forty three of Range number Four East, containing
Eighty acres. The said tract of Land was purchased by Alex-
-ander Burns from the United States as is shown by duplicate
number, nine thousand four hundred & fifteen, To have and
to hold the premises aforesaid with all the privileges and ap-
-purtenances unto him the said John C, and his heirs & assigns
forever, Provided always that the said Presents were upon this
express condition, that if the said Charles Brown his heirs
executors or administrators should pay or cause to be paid
to the said John C his heirs executors administrators or assigns
the sum of Two hundred and twenty eight dollars and Twenty
four cents in current money for a note that would become

and on the fourteenth day of June, Eighteen hundred and
forty for the amount above mentioned, bearing even date
with the said Indenture, executed by the said Charles
Brown to the said John H. then and from thence forth
the said presents or indenture, and every thing therein con-
tained, should cease and be void, any thing therein
contained to the contrary notwithstanding. In witness whereof
the said Charles Brown by the name and description
of C Brown thereunto set his hand & seal, and one Harriet
Brown thereunto also, set her hand, the said fourteenth
day of June in the year of our Lord Eighteen hundred
and thirty nine in presence of Alexander Burns, and on the
said day and year last aforesaid at said County of Jeffe-
rson the said Charles Brown by the name and description of
C Brown personally appeared before one Isaac Sullens who
was then an acting Justice of the peace, within & for the
said County of Jefferson, duly commissioned & qualified
as such, & to whom the said Charles Brown was personally
known to be the same person whose name was subscribed
to the said Indenture as party thereto and acknowledged the
same to be his act & deed for the purposes therein mentioned
as shown by the certificate to that effect & of that date, of him
the said Isaac Sullens Justice of the peace aforesaid, and
the said Harriet Brown, at the said County of St Louis
to wit, at the County aforesaid, on the second day of April
in the year of our Lord one thousand eight hundred & forty
personally came before Zeno Mackey a Justice of the peace
duly commissioned & qualified and acting as such, to whom
the said Harriet Brown was personally known to be the same
person whose name is subscribed to the said Indenture as a
party thereto, she the said Harriet having been by the said

last named Justice of the peace first made acquainted with the contents thereof & examined separate & apart from her husband the said Charles Brown whether she relinquished her dower to the lands and tenements therein mentioned freely, voluntarily & without compulsion or undue influence of her said husband, acknowledged the same to be her act & deed for the purposes therein mentioned & declared that she relinquished her Dower to the lands & tenements therein mentioned, freely, voluntarily, and without compulsion, or undue influence of her said husband, as shown by the certificate to that effect of the date of the day and year last mentioned of the said last named Justice of the peace, attached to said indenture, all of which will more fully & at large appear by reference to the said indenture and certificates of acknowledgements now ready here to the court to be produced & shown and recorded in the Records Office of said County of Jefferson in Book No. pages One hundred forty eight & forty nine. Your petitioner also states that the note above mentioned & referred to in said Indenture of Mortgage is a note under seal executed by said Charles Brown by the name of C Brown bearing date the said fourteenth day of June in the year of our Lord eighteen hundred & thirty nine, whereby the said Brown promised to pay twelve months after the date thereof to the said John C Dent by the name and description of J C Dent. Two hundred & eighty dollars & thirty four cents for the redemption of a mortgage, to wit the said Indenture of Mortgage above described, given to him the said John C. on the premises, aforesaid described in said note as a certain tract or parcel of Land lying in Jefferson County State of Missouri, purchased of Alexander Bunn, the quarter section number twenty six in Township number Forty three in Range number Four East containing Eighty

acres, as will also more fully appear by reference to said note under seal, which is now here to the Court produced, and shown your petitioner also shows that on the first day of June in the year of our Lord eighteen hundred & forty the said John L Dent by the name & description of J L Dent, to wit at the County of Jefferson, to wit, at the County of Jefferson aforesaid. assigned the said note to your petitioner by the name & description of J L Dent for value received, which assignment is in the words and figures following to wit, "I assign the within note to J L Dent for value received the 1st June 1840. J L Dent" by virtue of which your petitioner has become the assignee of the debt aforesaid and according to the Statute in that behalf made & provided is entitled to sue for the recovery of the said debt in his own name by petition for foreclosure. Your petitioner also represents that on the sixteenth day of June in the year of our Lord eighteen hundred & forty at Garrois the Court at the County aforesaid, there was paid on the said note the sum of seventeen dollars and seventy four cents, but that there has never at any time been paid on account of said debt or said note by the said Charles Brown or any other person whomsoever to the said John L Dent or to your petitioner any other sum or sums of money than that above mentioned, and the said note & the interest thereon accrued still remain wholly due & unpaid except as aforesaid.

Wherefore your petitioner prays that the said Charles Brown may be made defendant to this suit or proceeding, and that judgment may be rendered in favor of your petitioner against him for the debt aforesaid together with damages for the detention thereof & costs, and that the equity of redemption of the premises aforesaid debt & damages found to be due your petitioner & costs, may be levied of the said mortgaged property, and if the said mortgaged property

and if the said mortgaged property be not sufficient to satisfy
said debt damages & costs, then that the residue may be
levied of other goods, chattels, lands, & tenements of said
Charles Brown, and as in duty bound he will ever pray
J. Polk for F. Dent Plff.

A true Copy attest

J. S. Weather Clerk

400-
The Jefferson Bicentennial
December 1840

Frederick Dent

Charles Brown
Dummers.

Enclosure of report pages

of Guinoid

Dec 27th 1840
Wm. Weather
Bills