

Jefferson County Circuit Court
Case Files - Civil
Dec. 1840

Box 5 Folder 47

Lux, John

vs

Fletcher, Daniel A.
Vinyard, Charles

Foreclosure

Debt \$309; 40 acres

To the Honorable the Circuit Court of the
County of Jefferson in the State of Missouri;

The petition of John Sax, ~~Respectfully~~ ^{in substance as} Represents that by and of conveyance with clause
of Mortgage, ~~of the year first~~ following viz: "This
Deed made and entered into the first day of
November in the year of our Lord one thousand
Eight hundred and thirty eight, by and between
John Sax and Odile his Wife of the City and
County of St Louis of the One part and Daniel
A Fletcher of the County of Jefferson of the
Other part Witnesseth, that for and in consider-
ation of Three hundred and nine dollars, One
hundred and fifty dollars secured as herein
after mentioned to be paid on or before the
twenty fifth day of December in the year
of our Lord Eighteen hundred and thirty nine
The said party of the first part has this day
granted bargained and sold, and doth by
these Presents grant bargain and sell, unto
the said Daniel A Fletcher and to his heirs
and assigns forever a certain tract of land
containing forty acres, being the north west quar-
ter of the south west quarter of Section Num-
bered five East together with all and singular
the Rights privileges and appurtenances thereunto
belonging unto him the said Daniel A Fletcher &
to his heirs and assigns forever. Upon Condition
nevertheless that if the said Daniel A Fletcher
shall well and truly pay to the said John Sax
the said above mentioned sum of fifty dollars
on the said first day of March next together
with interest thereon at the rate of ten per centum

"per annum, and shall also pay the said
Lax the said other sum of One hundred and
nine dollars, on or before the said twenty fifth
day of December of the year Eighteen hundred
and thirty nine, together with interest thereon
at the rate of Ten per cent per annum, then
the above deed shall be and remain in full
force and effect, but if the said
Daniel A Fletcher shall fail or refuse to
pay the said sums of money or either of them
according to the true covenants, conditions &
agreements herein contained, then the above
deed to be and remain void of no effect. In
Witness whereof the said party of the first
part have hereunto set their hands and seals
at St Louis this first day of November in the
year of our Lord One thousand Eight hundred
and thirty Eight. John Lax Esq Odell ^{his} Esq
Signed sealed and delivered in presence of ^{mark} Morrison
Lax - Joseph Leblond, and your petitioner fur-
ther states that One Charles Vineyard is now
the actual tenant of said above mentioned land
and further that the said sums of money above
mentioned and secured by said mortgage remain
unpaid, wherefore the said petitioner prays
that Judgment may be rendered for the debt
and that the equity of Redemption be foreclosed
and the mortgaged property may be sold to
satisfy the amount due. Your petitioner will
swear.

Done for
Petitioner

John Lee

as E Ashton

Daniel A. Heston

Charles Fairbank

There is a relation to
personal shortness

Please find a
list of names

sent for
Ashton

Dec 16th 1840

Wm. D. Heston

Wm.



PAID

102

John J. Matthews Esq
Care Court Church
Albany, Conn
Helenore

To the Honorable the Circuit Court of the County of
of Jefferson in the State of Missouri

The petition of John Lux respectfully represents
that by deed of conveyance with clause of mortgage
in substance as follows. Viz: "This deed made and entered
"into this first day of November in the year of our Lord
"One thousand eight hundred and thirty eight by and
"between John Lux and Odile his wife of the City and
"County of St Louis of the one part, and Daniel A. Fletcher
"of the County of Jefferson of the other part.
"Witnesseth, that for and in consideration of three hundred
"and nine dollars. One hundred and fifty dollars secured
"as hereinafter mentioned to be paid on or before the
"twenty fifth day of December in the year of our Lord
"Eighteen hundred and thirty nine. The said party of the
"first part has this day granted, bargained and sold
"and doth by these presents grant bargain and sell
"unto the said Daniel A. Fletcher and to his heirs and
"assigns forever a certain tract of Land containing
"forty acres, being the north west quarter of the south
"west quarter of section numbered five East together
"with all and singular the Rights privileges and appur-
"tenances thereunto belonging unto him the said Daniel
"A. Fletcher & to his heirs and assigns forever Upon
"condition nevertheless that if the said Daniel A.
"Fletcher shall well and truly pay to the said
"to the said John Lux. the said above mentioned sum
"of fifty dollars, on the said first day of March next
"together with the interest thereon at the rate of ten per-
"centum per annum and shall also pay the said Lux
"the said other sum of one hundred and nine dollars
"on or before the said twenty fifth day of December of

"the year Eighteen hundred and thirty nine together with
"interest thereon at the rate of ten per centum per annum
"then the above deed, shall be and remain in full
"force, virtue and effect, but if the said Daniel & F
"Fletcher shall fail or refuse to pay the said sums of
"money or either of them according to the true covenants
"conditions and agreements herein contained, then the
"above deed to be and remain void and of no effect
"In witness whereof the said party of the first part have
"hereunto set their hands and seals at St Louis this
"first day of November in the year of our Lord One
"thousand eight hundred and thirty eight. John Lux
"Escal^{my} Odile^{her} Lux^{my} Escal^{my} signed sealed and delivered in presence
"Morris Lux - Joseph Le Blanc, and your petitioner further
"states that one Charles Vinyard is now the actual tenant
"of said above mentioned land, and further that the
"said sums of money above mentioned and secured
"by said mortgage remain unpaid, wherefore your
"petitioner prays that Judgment may be rendered for
"the debt and that the equity of Redemption be fore-
"closed, and the mortgaged property may be sold
"to satisfy the amount due, & your petitioner will &

Bent for
petitioner,

A true copy of the petition

Attest,

Geo. S. Matthews
Clerk

and Petition

I Executed this writ on Daniel A Fletcher and
Charles Vinyard by Reading in their hearing on the
nineteenth day of November in the year of our Lord One
thousand eight hundred and forty

M Mosb Sheriff
fee \$2.00

On the 4th of
December Term 1840

John Lux

VS

Daniel A Fletcher
Charles Vinyard

Petition to foreclose a

mortgage.

Bent for

Petition

filed Dec 2 1840

Mo S. Weathers

clerk

County of Jefferson, ss.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson, GREETING:

We command you to summon Daniel A. Fletcher
and Charles Wingard if they be found in
your County that they 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 Hillsboro
within and for the County of Jefferson, on the ^{first} ~~second~~ Monday
of December next, then and there to answer unto John
Lux on a petition for foreclosure of mortgage
a copy of which petition 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 Hillsboro this sixteenth day
of November, in the year of our Lord eighteen
hundred and forty

John S. Mathews Clerk.