

Jefferson County Circuit Court
Case Files - Civil
May 1852, No. 13

Box 7 Folder 31

Jefferson County

v.

Jones, John J;
Jones, Martha J.

Foreclosure

Debt \$ 150.00; 8 acres in S35T42R4E,
and 40 acres in S34T42R4E.

\$150-

Shelby Bonds after date of promiss-
to pay to Jefferson County for the use and benefit
of the inhabitants thereof one hundred and fifty
dollars. with interest at the rate of ten per cent.
per annum from date until paid for value
received without abatement in due court
at Nelson October 9, 1898 John Honey
deed by Muntgag

Read fifteen dollars, written in
the writing Oct 10 1849 (a receipt given for same)

Mr J Jones Note
to Jefferson Co
For \$150.

This Deed of Mortgage made and entered into
this ninth day of October eighteen hundred and
forty eight between John J. Jones and Martha J.
his wife of the County of Jefferson and State
of Missouri of the first part and Jefferson
County for the use and benefit of the inhabitants
thereof of the second part Witnesseth that the
said parties of the first part in consideration of the
better securing the payment of the sum of money
specified in the promissory note hereinafter
mentioned as well as in consideration of one dollar
to them paid by the said party of the second
part the receipt whereof is hereby acknowledged
do by these presents bargain, sell, and convey
unto the said party of the second part for the use
and purpose aforesaid forever the following de-
scribed tracts of land in the County of Jefferson
and State of Missouri, to wit: the West half
of the South West quarter of Sec. No thirty five
in T. No. forty two of Range No four East
containing eight acres. Also the South
East quarter of the South East quarter
Sec. No thirty four in T. No forty two
of R. four East containing forty acres
To have and to hold the same unto the said party
of the second part with all the privileges and ap-
purtenances thereto belonging - for the use and
purpose aforesaid. Forever. Provided
However that this Conveyance and these pres-
ents are upon these express conditions. That whereas
the said John J. Jones has this day executed and
delivered unto the County of Jefferson his certain
promissory note in words and figures as follows to wit
\$150. Twelve Months after date I promise to pay

to Jefferson County for the use and benefit of the in-
habitants thereof one hundred and fifty dollars with
interest at the rate of ten per cent. per annum
from date until paid for value received without
deduction or discount Signed John J. Jones
Witness October 9 - 1848 -

Now if the said John J. Jones, his heirs, execu-
tors or administrators shall well and truly pay
the sum of money specified in said note and every
part thereof together with all the interest thereon
if any when said note shall become due and
payable, according to the true tenor, meaning
and effect thereof - Then this conveyance and
all the estate hereby conveyed shall be void
otherwise the same shall remain in full
force and virtue in law

In testimony whereof the said
parties of the first part have hereunto set their
hands and seals the day and year first
aforesaid

John J. Jones (Seal)

Martha J. Jones (Seal)

State of Missouri
Jefferson County } To be it remem-
bered that on this 12th day of October
in the year of our Lord eighteen-
hundred and forty eight, personally
appeared before me the undersigned
one of the County Court Justices
of Jefferson County - John J.
Jones and Martha J. Jones his wife
both personally known to me to -

-be the persons whose names are
subscribed to the foregoing Instru-
ment of Writing as having executed
the same and acknowledged the same
to be their act & deed hand and seal
for the purposes therein mentioned
The said Martha J. Jones being
by me first made acquainted with
the contents thereof & examined
separate and apart from her said
husband - acknowledged that she
signed the same freely voluntarily
and without any undue influ-
ence of her said husband -

Taken & certified the day
and year aforesaid -

J. L. Johnston
J. L. Johnston
J. L. Johnston

State of Missouri }
County of Jefferson } J. J. Alford, clerk of the Circuit
Court and Ex officio Recorder, in and for said
County do certify that the foregoing instrument of
writing was filed for Record in my office on
the 19th day of October A.D. 1848, and is duly recorded
in Book 1 page 249 of vol

Witness my hand and the seal of said
Court at Hillsboro Oct 27th 1848

J. J. Alford Recd
By Thos. C. Fletcher D. Rec.
u



John Adams & Wife
deced} To Jefferson Co

Will Dated 12th 1848
J. Adams
Heirs

Decd \$102 Chgo
& County



Jefferson County, for the use
and benefit of the inhabitants
thereof.

Against

John J. Jones and
Martha J. Jones, his wife } Defendants

Plaintiff } In the Circuit
Court,
Jefferson County

Plaintiff, by Abner Green Attorney
for said County, states that Defendants, on
the 9th day of October 1848, executed and de-
livered to the Plaintiff, for the use and benefit
of the inhabitants of Jefferson County, a Deed
of Mortgage of that date, conveying to said County
for the use aforesaid, the following described Real
Estate, situate in Jefferson County and State
of Missouri, To wit, the West half of the South
West quarter of Section No. thirty five, in
Township No. forty two, of Range No. four
East, containing eighty acres, - also, the South
East quarter of the South East quarter of Sec-
tion No. thirty four, in Township No. forty
two, of Range four East, containing forty
acres, to secure the payment of a promissory note,
executed on the same day by said John J. Jones
to said County for the use aforesaid, for the sum
of one hundred and fifty dollars, bearing ten
per cent interest from date till paid, and due
twelve months after date, - and conditioned, in
said Mortgage-Deed, that if said John J. Jones
should pay said sum of money and the in-
terest accrued thereon, according to the tenor and
effect of said note, when the same became due,
that then said conveyance should be void,

And Plaintiff by her said Attorney, states that
said sum of one hundred and fifty dollars,
and the interest accrued thereon, are due
and yet remaining unpaid. Plaintiff therefore, by
her said Attorney, asks judgment for said sum
of money and the interest due thereon, and that
the equity of redemption may be foreclosed,
and said mortgaged property sold to satisfy
the amount due. - Said mortgage deed, and note
are hereto annexed, and made Shiner Green, Atty.
for Jefferson County
part of this Petition, —

Shiner Green, Attorney for Plaintiff, makes
oath and says he believes the above Petition,
and the matters therein, as stated, are true.
Sworn to & Subscribed Shiner Green
Attorney for Plff.
before me April 19th 1852. }
Jho C. Metcher Ckr.
Clerk

The State of Missouri

To The Sheriff of the County of Jefferson, Greeting:
We Command you that you summon John F Jones
and Martha F Jones his wife, 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 begun and held at
Hillsboro on the 4th Monday of May next
then and there to answer unto Jefferson County
who sues for the benefit of the inhabitants thereof
upon her original petition hereto annexed and have
you then there this writ,

Witness my hand and the seal of the
Circuit Court at Hillsboro

April 20th 1852,

Thos. C. Fletcher Clk

I executed the ~~above~~ foregoing writ and petition on John F.
Jones and Martha Jones his wife by reading it in ~~their~~ presence
and hearing on the 21st day of April 1852

James McFollock Sheriff

cto 103

vs Jeff. Air Court.
May Term 1852.

" 1076

Jefferson County

vs

John J. Jones & wife

Filed April 19th 1852.

Wm. C. Fletcher
Clerk.

215

Sherrill fees \$2,00