

Sofferson County Circuit Court

Case File - Civil

October 1858, #19

Pipkin, Philip

vs

Brush, Martias
Brush, Amy

Foreclosure

Debt \$300; 80 acres in S23, T67, R5E;
plaintiff assignee of Joseph Peter Speck

Box

10

Folder

35

Budget for 1854 for 114th 27 Oct 30th 1858
Book No 4. P 209

\$ 100.00

We are before the County Judge the day
of April eighteenth ~~hundred~~ 1854 for value
received & promise to pay Joseph P. Shook
the sum of one hundred dollars. bearing
interest at the rate of six per cent per annum
until paid.

This 25th April 1854

Wm. T. P. Shook

Wm. T. P. Shook

Attest
J. W. Shook

James Peter Lee S.

Rec'd on this note Eleven
82/100 dollar. April 26th 1858
being interest. P. Pipkin

956

100.00

we or before the twenty fifth
day of April eighteen hundred and
fifty seven for value received
promise to Joseph. P. Shuck the sum of
one hundred dollars bearing interest
at the rate of six percent per annum
until paid

This 25th April 1857
Wm. J. Shuck

Attesty Henry
Jones

Rec^d. On this note Eleven
8 $\frac{3}{4}$ dollars. April 26th 1858
being interest P. P. M. in

John P. M. in



Know all men by these presents that
Matias Brush and Ann, his wife
of the county of St Louis and State
of Missouri in consideration of the
sum of ~~one hundred~~ dollars to use
paid by Joseph P. Speck of the county
of Jefferson and State aforesaid the receipt
of which is hereby acknowledged do hereby
give grant bargain sell and convey
unto the said Joseph P. Speck his heirs
and assigns forever a certain piece or
parcel of land situated in the County
of Jefferson Together with all the privileges
and appurtenances to the same in any
wise belonging and appertaining
to wit. The north east ^{1/4} of the north west
1/4 of section twenty six and the south East
1/4 of the south west 1/4 of section No twenty
three in township No forty three of range
five East containing Eighty acres

To have and to hold the same to the
said Joseph P. Speck his heirs and assigns
to his and their use and behoof forever
and I the said Matias Brush for
myself my heirs executors and administra-
tors do covenant with the said Joseph
P. Speck his heirs and assigns That I am
lawfully seized in fee of the aforesaid
Premises that they are free from all
incumbrances that I have good right to
sell and convey the same to the said
Joseph P. Speck as aforesaid and that I
will with my heirs executors and

Administrators Shall warrant and defend
the same to the said Joseph P. Speck
his heirs and assigns forever against
the lawful claims and demands of
all persons

Provide nevertheless that if the said
Mortees Brush his heirs executors or
administrators shall pay unto the said
Joseph P. Speck his executors or assigns
the sum of three hundred
dollars with lawful interest. To be paid
in different installments. first Note to be
paid on or before the twenty fifth day of
April eighteen and fifty five and the second
Note to be paid on or before the twenty fifth
day of April eighteen and fifty six and
the last and only note to be paid on or
before the twenty fifth day of April eighteen
hundred and fifty seven each note
containing one hundred dollars bearing
even date with this deed, and until default
be made in the payment of the said sums
of money I am to remain and continue
in the quiet and peaceable possession of the
Mortgaged premises otherwise I shall remain
absolute

In Witness whereof We have hereunto set
our hands and seal this the twenty fifth
day of April one thousand eight hundred
and fifty four

Wm L. Perkins

Thorby Lewis
~~Robert A. Lewis~~
Emory Lewis

State of Missouri }
County of Jefferson }

Be it remembered that
Martes Brush and among his wife ~~and~~ both
of whom the undersigned Justice of the peace
was made acquainted and known to
be the same persons whose names are subscribed
to the foregoing instrument of writing
this day appeared before me in said county
as the said Martes Brush then and there
acknowledged that he executed the said
Mortgage for the use and purpose therein
expressed and the said Mary Brush having
been made acquainted with the contents
of said deed and on examination
acknowledged that she executed the said
deed and relinquished her dower in the
real estate therein mentioned freely and
without compulsion or under influence
of her said husband

In testimony whereof I have hereunto
set my hand and seal this twenty fifth
day of May 1854

Wm J. P. Parker J.
Justice peace

State of Missouri }
County of Jefferson } I, the undersigned clerk of the circuit court and
Ex officio Recorder in and for said county do certify that the foregoing
deed was filed and truly recorded in my office on the 29th day
of May A.D. 1854 in Book No page 145.

Witness my hand and official seal at office
May 29th 1854 Thos C. Fletcher
Recorder



For value rec^d & a fifth the within due of
I cash to Philip P. Phipps. March 20th 1857.
Joseph P. Phipps

Martins, Brush & Co.

To J. M. Mott.

Joseph P. Phipps

Filed May 29th 1854

John A. Fletcher

Recorder

Filed Sept. 30th 1858

Elias J. Loring Clerk

Paid

Philip Iptain
Plaintiff

against
Martin Bush &
Anny Bush

Defendants

In the Circuit Court
of Jefferson County
Missouri

Plaintiff states that
~~that~~ the defendant, Martin Bush, on the
25th of April 1854 executed to one Joseph Peter
Speck, his then promissory notes, two of which
are herewith filed, whereby he promised to pay
said Speck three hundred dollars in three
annual installments of equal amount, from the
said 25th of April 1854, and that on the day and
year last aforesaid said defendants for the purpose
of securing the payment of said notes executed
and delivered to said Speck a mortgage deed
which is herewith filed conveying to said Speck
a tract of land situated in said County known
in said mortgage deed by the following
description to wit; ^{or E 1/4 of the} The N. W. 1/4 of Section 26 and
the S E 1/4 of the S W 1/4 of Section 23 in Township forty
three of Range 5 East containing eighty
acres upon the following conditions to wit;
That said Martin Bush, his heirs, executors
or administrators shall pay unto said Joseph
Peter Speck his executors administrators or
assigns the sum of three hundred dollars with
lawful interest to be paid in different installments
first note to be paid on or before the 25th of April
1855. the second note to be paid on or before the 25th
April 1856. and the last note to be paid on or
before the 25th April 1857. each note
containing one hundred dollars bearing seven

date with said mortgage deed and in default of payment said deed to remain absolute.

Plaintiff further states that the defendant paid to said Joseph Peter Speck the amount of the first note according to the terms of said mortgage deed.

Plaintiff further states that on the 20th day of March 1857 said Speck sold and delivered to him said last ~~two~~ notes herewith filed and endorsed his name upon the back thereof and at the same time assigned to him said mortgage deed.

After the transfer of said notes and mortgage, to wit on the 26th of April 1858, defendant paid to plaintiff on each of said notes eleven dollars eighty two Cents of interest.

Plaintiff avers that said defendant has failed to perform the said conditions, and that said sum of two hundred dollars and all interest due thereon remain unpaid except as stated above. Wherefore he prays that judgment may be rendered for the debt and interest and that the equity of redemption of said defendant in and to said tract of land may be foreclosed and that the same or so much thereof as may be necessary be sold to pay off and discharge the judgment rendered & for such other proper relief.

Philip Pipkin

Philip Pipkin on oath states that the above petition and the matters therein stated he believes to be true.

Sworn to & subscribed

before me August 31st

1858

Philip Pipkin

John L. Edwards Clerk Circuit Court of Iron County Missouri

Dr. the Affirmative
Cash Oct 27 1858

P. P. M. M.

no

Walter's Bank &
Henry Bank

\$99.82
56
129.82

Settled to fund

Walter's Bank

P. P. M. M.

Settled Oct 27 1858

Walter's Bank & Henry Bank

2 copies sent 150
2 copies sent 100
Walter's Bank 120
Henry Bank 100
3.80

Philip Tappin Plaintiff } In the Circuit Court
Against } of Jefferson County
Marties Brush & } Missouri
Amy Brush Defendants }

Plaintiff states that the defendant Marties Brush on the 25th day of April 1854 executed to one Joseph Peter Speck his three promissory notes, two of which are herewith filed, whereby he promised to pay said Speck three hundred dollars, in three annual instalments of equal amount, from the said 25th of April 1854, and that on the day and year last aforesaid defendants for the purpose of securing the payment of said notes executed and delivered to said Speck a Mortgage deed, which is herewith filed conveying to said Speck a tract of land situated in said County known in said Mortgage deed by the following description, to wit: The N E $\frac{1}{4}$ of the N W $\frac{1}{4}$ of Section 26, and the S E $\frac{1}{4}$ of the S W $\frac{1}{4}$ of Section 23, in Township forty three of Range 5 East, containing eighty acres upon the following conditions to wit: That said Marties Brush, his heirs executors or administrators shall pay unto said Joseph Peter Speck, his executors, administrators or assigns the sum of three hundred dollars, with lawful interest to be paid in different instalments, first note to be paid, on or before the 25th of April 1855, the second note to be paid on or before the 25th April 1856, and the last note

to be paid on or before the 25th April 1857. each note containing one hundred dollars, bearing even date with said Mortgage deed, and in default of payment, said deed to remain absolute. Plaintiff further States that the defendant paid said Joseph Peter Speck the amount of the first note according to the terms of said mortgage deed.

Plaintiff further States that on the 20th day of March 1857. said Speck sold and delivered to him said last two notes herewith filed and endorsed his name upon the back thereof, and at the same time assigned to him said Mortgage deed. — After the transfer of said Notes and Mortgage to wit on the 26th day of April 1858. defendant, paid to plaintiff on each of said notes Eleven dollars, eighty two cents. of interest. Plaintiff avers that said defendant, has failed to perform the said Conditions, and that said Sum of Two Hundred dollars and all interest due thereon remain unpaid except as stated above, wherefore he prays that judgment may be rendered for the debt and interest, and that the equity of redemption of said defendant, in and to said tract of land may be foreclosed, and that the same or so much thereof as may be necessary be sold to pay off and discharge the judgment rendered & for such other proper relief.

Philip Pipkin

Philip Pepkin on oath states that the
above petition and the matters therein as sta-
ted he believes to be true

Philip Pepkin
Sworn to and subscribed before me, August
31st 1858. John D. Edwards clerk, Cir-
cuit Court of Iron County Missouri

Endorsed.

"Filed Sept 3rd 1858 Elias D. Honey Clerk
A true copy of the original petition &
affidavit on file in my office

In Witness whereof I here to set
my hand and ^{the} Seal of said
Court at office in Hallsboro
Sept. 3rd 1858

Elias D. Honey Clerk

COUNTY OF JEFFERSON, SS.

The State of Missouri.

To the Sheriff of the County of Jefferson--Greeting:

We command you, that you summon Martins Brush and
Army Brush his wife

----- if they be
found in your County, that they be and appear before the Hon.
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 fourth Monday of October,
next, then and there to answer unto Philip Pipter

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

Elias J. Honey
Witness, THO. R. FLETCHER, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at
office, in Hillsboro, this 3^d
day of August A. D. 1858.

Elias J. Honey
CLERK CIRCUIT COURT.

I executed the within writ at the County of Jefferson
 State of Missouri on the sixteenth of September 1858 by
 reading the same within the presence and hearing of
 Martes Brush and Amy Brush also by delivering them
 A copy of said writ as furnished me by the Clerk of
 the court

Oscar Doved Sheriff of Jefferson County
 Missouri

No 19.
 do Circuit Court
 October Term 1858
 1544
 Philip Johnson
 vs 3 Defendants
 Martes Brush
 Amy Brush
 Sheriff fee \$2.00
 Clerk Sept 18th 1858
 Elias J. Hoarey
 Judge for 1858
 Oct 30th 1858. Book No
 4. Page 209

At the Court of the County of Jefferson - Circuit Court
 The State of Missouri
 CORRAL OF THE COUNTY 22