

Jefferson County Circuit Court
Case Files - Civil

June 1859

Box #

11

Folder #

59

Springer, Robert

vs

Bolduc, Louis

Foreclosure

Pltff requests Def pay mortgage
of \$3,000 plus interest on a
total of 576⁶⁵/₁₀₀ acres purchased
by Def from Pltff, 739 123,4 E

\$30000 ^{four} months after date of present to pay
Rent of farming or other the sum of three
thousand dollars, without deduction or
discount, for Value received, Witness my hand
and seal this 12 day of May 1855

James Buchanan

The on the within note fifty dollars

November 13th 1857

We on the 10th of Jan. made, forty dollars
since 18th 1858 - 1859 -
\$40.00

Whereas we on the within note One hundred
and ninety dollars and one cent
The 25th of 1859 clearly their debtors, 1859

I promise to pay Robert Fleming or
a certain note or obligation which he
now holds against of the amount of
three thousand dollars, which was
due May 19th for partition and judgment
I agree to pay him ten per centum
per annum — from maturity of
said note, —

Edw. James May

14th 1834

W. B. Stone

24
This Indenture made this 12th day of May in
the year of our Lord One thousand Eight hundred
and fifty five, between Louis Boldue of the County
of Washington State of Missouri, of the One Part and
Robert Springer of the County and State aforesaid
of the other Part Witnesseth, that the said Louis
Boldue, for and in consideration of the sum of
Three thousand ~~and~~ dollars to him in
hand paid by the said Robert Springer, the receipt
whereof is hereby acknowledged, hath granted, bor-
gained and sold by these presents, doth grant bor-
gain, sell, alien and confirm unto, the said Robert
Springer and to his heirs and assigns forever, all
that tract or parcel of land situate in the County of
Jefferson in the State of Missouri, (To wit)

- The West 1/2 of North East Quarter of Sec 3 Tow. 39. Range 3 East
N^o 1 and the E. 1/2 of N. E. quarter of Sec. 10 Tow. 39. R. 3 E. acres 158 ^{3/4} ~~60~~
the above tracts of land being the home place of the said Boldue on Big River
2 Lot N^o 1 of N. E. q^{tr} of Sec. 3 Tow. 39. R. 3 East. Containing 80 acres
3 The N. W. of N. E. q^{tr} of Sec 10. Tow 39. Range 3 E. do 42 ⁵/₁₀₀ acres
4 The S. E. q^{tr} of Sec 38 Tow 39. Range 4 E. " 160 acres
5 The E. 1/2 of S. E. q^{tr} of Sec. 3 Tow. 39. Range 3 E. " 84 ²⁰/₁₀₀ acres
the N. E. of S. E. q^{tr} of Sec 10. Tow 39 Range 3 E. " 42 acres
The whole of the above tract amounting to 576 ⁵⁵/₁₀₀ acres

five hundred and seventy six acres and fifty five hundredths
of an acre. To have and hold the premises aforesaid
with all the privileges and appurtenances thereunto
belonging or in any wise appertaining, unto him the
said Robert Springer, and his heirs and assigns for-
ever. Provided, always, that these presents are upon
this express Condition, that if the said Louis Boldue
his heirs, Executors or administrators, shall pay or
cause to be paid to the said Robert Springer his heirs
executors, administrators or assigns, the sum of
Three thousand ~~and~~ dollars, on or before the Twelfth

of May one Thousand ^{Eight hundred} and fifty seven, together with
the interest that may accrue thereon, in manner
particularly specified in a certain note or obligation
bearing even date herewith, executed by the said
Louis Bolduc to the said Robert Springer, then and
from thenceforth these presents, and every thing
herein contained, ~~shall~~ cease and be void, and any
thing herein contained to the contrary notwithstanding.

In Testimony whereof I have hereto set
my hand and seal the day and year above written

Louis Bolduc


State of Missouri }
Washington County } Be it remembered that on this
Twelfth day of May in the year of our Lord
Eighteen hundred and fifty five, personally appeared
before the undersigned Clerk of the Circuit Court
in and for the County aforesaid Louis Bolduc
who is personally known to me to be the same
person whose name is subscribed to the fore-
going instrument of writing as a party thereto
and he acknowledged said instrument to be his
act and deed for the purposes therein mentioned

In Testimony whereof I hereto
set my hand and affix the seal
of said Court at office in the
Town of Potosi, the day and
year last aforesaid

Wm. A. Matthews Clerk

State of Missouri } p
County of Jefferson } I the undersigned Clerk of the
Circuit Court and Ex officio Recorder in and for said
County certify that the preceding deed of Mortgage
was filed and duly Recorded in my office on

the 14th day of May A.D. 1855 in Book M
pages 451 & 452

Witness my hand and official Seal
at office date last aforesaid

Thos. C. Fletcher Recorder
pr C. J. Honey Dep't.

State

Louis Walden
to Mortgage
Roth Spangier

Rec'd. - \$0.90

Robert Springer Plaintiff } In the Jefferson County
against } Circuit Court
Louis Baldus Defendant } Term 1859

Plaintiff states that the defendant on the 12th day of May 1853 executed to plaintiff a note (herewith filed & prayed to be taken as part of this petition) whereby he promised to pay plaintiff three thousand dollars twenty four months after the date thereof and that on the day and year last aforesaid defendant for the purpose of securing the payment of said promissory note executed and delivered to plaintiff a Mortgage deed (which is also herewith filed) conveying to the plaintiff certain tracts of land situated in said County of Jefferson known in said mortgage deed by the following description to wit. The West 1/2 of North East quarter of Sec 3 Township 39 Range 3 East and the East 1/2 of the North East quarter of Sec 10 Township 39 Range 3 East containing 158 3/100 acres the above tract of land being the Homestead of the said Bolden on Big River. Lot No 1 of the N.E. quarter of Section 3 Township 39 Range 3 East containing 80 acres the N.W. of N.E. qtr of Sec 10 Township 39 Range 3 East containing 42 9/100 acres also the S.E. qtr of Sec 28 Township 39 Range 4 East containing 160 acres also the E 1/2 of S.E. qtr of Sec 3 Township 39 Range 3 East containing 84 20/100 acres also the N.E. of S.E. qtr of Sec 10 Township 39 Range 3 East containing 42 acres the whole of the above tracts amounting to (576 110/100) acres for land and twenty six acres and fifty five hundredths of an acre upon the following

Conditions to wit that if the said Louis Bolden
his heirs Executors or administrators shall pay
or cause to be paid to the said Robert Sprague
his heirs Executors administrators or assigns
the sum of three thousands dollars on or
before the twentieth of May one thousand eight
hundred and fifty seven together with the interest
that may accrue thereon in manner particularly
specified in a certain note or obligation bearing
date herewith executed by the said Louis
Bolden to the said Robert Sprague then and
from thenceforth then present and every thing
herein contained shall cease and be void and
every thing herein contained to the contrary
notwithstanding. Plaintiff avers that defendant
has failed to perform the said conditions on his
part and that said sum of three thousands
dollars and all interest due thereon at the rate
of ten per cent per annum from and after the
18th day of December 1858 remain unpaid

Wherefore he prays that judgment may be rendered
for the debt and all 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 mentioned and for other proper
relief

Jerryman Heats atty for
Plaintiff

David E. Perryman one of the attorneys for the plaintiff
on the above entitled cause makes oath & says that
the foregoing answer & the matters therein stated he believes
to be true

D. E. Perryman

Sworn to before me

June 14th 1859 Elias J. Honey Clerk

1640

Robert H. H. H.

Don. 13

July June 14th. 1859
Chas J. H. H.

20th	20
21st	25
22nd	150
23rd	15
24th	10
25th	25
26th	25
27th	25
28th	25
29th	25
30th	25
31st	25
Total	208

Chas

Robert Springer Plaintiff } In the Jefferson County
 against } Circuit Court
 Louis Baldwin Defendant } Term June 1859

Defendant now here in open Court
 states that true it is, as alleged in plaintiff
 petition that he is indebted to the said plaintiff
 in the sum of three thousand one hundred & forty six dollars
 for money loaned him by the said plaintiff and
 for securing the payment of ^{& sixty six cents}
~~for~~ which he gave the said plaintiff the
 Mortgage due on file in this cause & this said
 Defendant therefore consents that judgment
 may be rendered against him for said
 amount and that a decree of this Court may
 be rendered to foreclose the Equity of
 redemption of the Defendant in and to said
 tract of land described in plaintiff
 petition and that the same or so much
 thereof as may be necessary be sold to
 pay off and discharge the payments
 rendered him

L. B. Baldwin

Louis Baldwin Defendant on the above entitled
 cause being duly sworn makes oath & says
 that the foregoing account & the matters therein
 as stated he believes to be true

L. B. Baldwin

Sworn to before me, June
 14th 1859
 Elias J. Honey Clerk

Robert Sprague

As

Lowell

Ames

June 14th 1859
Eli Hovey etc