

Jefferson County Circuit Court

Case Files - Civil

June 1861, #1

Box

13

Folds -

28

Daley, Edward

vs

Stoney, George
Mauver, William B.

Foreclosure

Debt \$2,000 ; 720 acres in
S 26, 27, 34 T40 R6E

This Indenture made the third day of November in the year of our Lord one thousand eight hundred and fifty eight between George Stoner of Jefferson County and State of Missouri of the first part, and Edward Daly of Saint Francis County and State aforesaid of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of Two thousand Dollars to him in hand paid. The receipt whereof is hereby acknowledged. Hath granted bargained sold released conveyed and confirmed, and by these presents doth grant bargain sell release convey and confirm unto the said Edward Daly of the second part, and to his Heirs and assigns forever, the following described tracts or parcels of Land lying and being in Jefferson County and State of Missouri, to wit. The North half of South West Quarter of Section Twenty Six. Township Forty. Range Six East. Containing Eighty acres. The North East Quarter, and South East Quarter, and East half of South West Quarter of Section Twenty Seven. Township Forty. Range Six East. Containing Four hundred Acres, and the North half of North West Quarter, the West half of North East Quarter, the North West Quarter of South East Quarter, and South East Quarter of North West Quarter of Section Thirty four. Township Forty. Range Six East containing Two hundred and forty Acres. Together with all and singular the Tenements, Hereditaments and Appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainders and remainders,

Rents, issues and profits thereof, and also all the Estate, right, title, Interest claim and demand whatsoever, as well in Law as in equity of the said party of the first part of in and to the same, To have and to hold the within granted and described premises, with the appurtenances unto the said party of the second part. His Heirs and assigns to his and their own proper use benefit and behoof forever. Provided always and these presents are on this condition, that if the first party shall well and truly pay his certain Promissory Note bearing even date with this obligation, and Payable Six Months after date, given to the said party of the second part for the Sum of Two Thousand Dollars lawful money as aforesaid, with Interest at the rate of Ten per Cent per Annum from date according to the tenor of said Note. Then these presents shall become void, and the Estate hereby granted shall cease and utterly determine. In Witness whereof the said party of the first part to these presents, has hereunto set his hand and Seal the day and date within written,

George Stoney

Seal

State of Missouri }
County of Jefferson } Be it remembered that on the
third day of November One thousand Eight hundred
and fifty Eight. Personally appeared George Stoney
being personally known to me to be the person whose
name is subscribed to the foregoing deed or mortgage
and acknowledged the same to be his voluntary
act for the purposes therein mentioned,

Taken and Subscribed before me a Justice
of the Peace for County aforesaid. on the day
and date aforesaid

Wm L. Semaster
Justice of the 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 hereby certify, that the foregoing
instrument of writing, was filed for Record in my
office, February 28th 1859, and is truly Recorded
in Book P. page 211.

In Testimony Whereof, I hereto
set my hand and affix the
Seal of said Court, at office, in
Hillsboro, the date last afore-
said.

Elias J. Honey Recorder

George. Honey
do J. Honey
Edward J. Honey

Washed July 28th 1859

Washed J. Honey Recd.

Washed April 21. 1863

Washed J. Honey
Clark

410

Edward Daly Plaintiff

vs

George Stoney &
William B Weaver def
endants

In the Circuit
Court of Jefferson
County
Missouri

The plaintiff states that the defendant George Stoney on the third day of November 1858, executed to the plaintiff a note herewith filed by which he promised to pay the plaintiff two thousand dollars six months after date thereof and that on the day and year last aforesaid, defendant Stoney for the purpose of securing the payment of said note, executed and delivered to plaintiff a mortgage deed (which is herewith filed) conveying to the plaintiff ^{certain} ~~a~~ tracts of land situated in Jefferson County Mo, known in said mortgage deed by the following description to wit: The North half of the South West Quarter of Section 26, Township 40, Range 6 East containing 80 acres, also The North East Quarter and South East Quarter and East half of South West qr of Section 27 Township 40 Range 6 East containing 400 acres and the North half of North West qr & the West half of the North East qr and the North West qr of South East qr and South East qr of North West qr of Section 34, Township 40 Range 6 East containing two hundred and forty acres which mortgage was upon the ~~the~~ following

Conditions to wit, "Provided always and these presents are on this condition, that if the first party shall well and truly pay his certain promissory note bearing even date with this obligation and payable six months after date given to the said party of the second part for the sum of two thousand dollars lawful money as aforesaid with interest at the rate of ten per cent per annum from date according to the tenor of said note; then these presents shall become void and the estate hereby granted shall cease and utterly determine."

Plaintiff further states that said Story acknowledged the said mortgage deed before W L Soemarte Justice of the peace of Jefferson County Mo on the said third day of November 1858 and had the same recorded in the recorder's office of said County on the 28th day of February 1859

Plaintiff further states that after execution and acknowledgement of said deed on the 3^d of November 1858, but before the recording of the same at the time aforesaid, William B Weaver was informed of the existence of said mortgage deed in favor of plaintiff and had notice thereof sufficient to put him upon enquiry. Yet notwithstanding his notice or information, of the deed in favor of said aforesaid, said W B Weaver took a

mortgage from said Storey for the same identical land on the 19th day of February 1859 to secure to him the payment of a note of eight hundred and nine dollars, dated the 19th of February 1859 at six months.

And said Weaver was distinctly informed by said Storey before the execution and delivery of the said mortgage in favor of Weaver that he Storey had given to said Daly the mortgage aforesaid and had not recorded it at that time. That said Weaver himself enquired first of said Storey about Daly's mortgage & it was in reply to his enquiries that said Storey gave him the information of the existence of Daly's mortgage aforesaid.

Yet notwithstanding knowledge of the mortgage in favor of said Daly, said Weaver took the mortgage aforesaid from Storey and for the purpose of getting an undue advantage of Daly, he said Weaver hastened off to Hillsboro and had his mortgage recorded in the Recorder's office of Jefferson County on the 21st day of February 1859.

Afterwards in furtherance of his design to have the preference and priority over said Daly's mortgage, said Weaver commenced a suit against said Storey in the circuit Court of Jefferson County Mo at its December Term 1860. The

said suit of Weaver against Stoney was instituted on said mortgage and ~~prayed~~^{was} for a fore closure of the mortgage and sale of the equity of Redemption of said Stoney in the lands aforesaid for the purpose of paying said Weaver's Debt of \$809 of said suit. Said suit did not make prior or subsequent mortgages parties

Plaintiff further states that the lands mortgaged to him aforesaid are all the means and property that Stoney has and if said Weaver should succeed in selling them under his mortgage and suit aforesaid, there would be no property of Stoney out of which plaintiff would be able to make his mortgage money aforesaid

Plaintiff further avers that Stoney has failed to perform the said conditions of his mortgage deed aforesaid in plaintiff's favor and that said two thousand dollars and the interest due thereon remain unpaid

Wherefore plaintiff prays that judgment be rendered his debt and all interest and that the equity of redemption of said defendant in said tract of land may be foreclosed and that the same or so much thereof as may be necessary be sold to pay off & discharge the judgment rendered and further prays that the said

Weaver be postponed and that his mortgage
 be ordered and adjudged to have its lien
 removed and placed after the lien of
 said Daly; that said Daly's mortgage
 be first satisfied out of the proceeds
 of sale of the said lands prior to
 the debt of said Weaver and for
 all other & further proper relief
 as may be necessary & right.

Real Atty
 for plaintiff

I A Real Atty for plff makes
 oath & says that the foregoing petition & the Mat-
 ters as therein stated he believes to be true

J A Real

Sworn to and Subscribed
 before me this 26th day of
 December A D 1860

Elias Honey clerk

3 copies pet. & 1/2	300
3 call fees	150
2 mls Ho qm	240
affd. 25 th Dec 1860	45

102
 14
 116
 8
 124

Edward Oakley

as

George Henry et al

Bond to Houston Co
for Henry

Dated Decr. 26th 1860

Edw J. Honey Clerk

Edward Daly Plaintiff } In the Circuit Court
George. Storey & } of Jefferson County
William B Weaver Defendants } Missouri

The Plaintiff states that the defendant, George. Storey on the third day of November 1858. executed to the plaintiff a note herewith filed, by which he promised to pay the plaintiff Two thousand dollars, Six months after date thereof, and that on the day and year last aforesaid defendant, Storey for the purpose of securing the payment of said note executed and delivered to plaintiff a mortgage deed (which herewith filed) conveying to the plaintiff certain tracts of land situate in Jefferson County Mo known in said mortgage deed by the following descriptions to wit: The North half of the South West quarter of Section 26, Township 46 Range 6 East, containing 80 acres Also the North East quarter and South East quarter, and East half of South West qr of Section 27 Township 46 Range 6 East, containing 100 acres, and the North half of North west qr & the west half of the North East quarter and the North west qr of South East qr, and South East quarter of North West qr of Section 34 Township 46 Range 6 East containing two hundred and forty acres which mortgage was upon the following, con

ditions to wit: "Provided always and there presents are on this condition, that if the first party shall well and truly pay his certain promissory note bearing even date with this obligation and payable six months after date given to the said party of the second part, for the sum of Two thousand dollars lawful money as aforesaid, with interest at the rate of ten per cent per annum from date according to the tenor of said note; then these presents shall become void and the Estate hereby granted shall cease and utterly determine." Plaintiff further states that said Stoney acknowledged the said mortgage deed before W. L. Lemaster Justice of the peace of Jefferson County Mo, on the said day of November 1858, and had the same recorded in the Records office of said County on the 28th day of February 1859. Plaintiff further states that after execution and acknowledgment, of said deed on the 3rd day of November 1858, but before the recording of the same at the time aforesaid, William B Weaver was informed of the existence of said mortgage deed in favor of plaintiff and had notice thereof sufficient to put him upon enquiry, yet notwithstanding his notice or information of the deed in favor of Daly

aforsaid, said Weaver took a mortgage for the same identical lands on the 19th day of February 1859, to secure to him the payment of a note of Eight hundred and nine dollars dated the 19th of February 1859 at Six months, and said Weaver was distinctly informed by said Stoney before the execution and delivery of the said mortgage, in favor of Weaver, that he, Stoney had given to said Daly the mortgage aforsaid and had not recorded it at that time: that said Weaver himself enquired first of said Stoney about Daly's mortgage & it was in reply to his enquiries that said Stoney gave him the information of the existence of Daly's mortgage aforsaid. Yet, notwithstanding knowledge of the mortgage in favor of said Daly, said Weaver, took the mortgage aforsaid from Stoney and for the purpose of getting an undue advantage of Daly, he said Weaver hastened off to Hillsboro and had his mortgage recorded in the Records office of Jefferson County on the 21st day of February 1859: Afterwards in furtherance of his design to have the preference and priority over said Daly's Mortgage, said Weaver commenced a suit against said Stoney in the Circuit Court of Jefferson County Mo at its

December Term 1860, the said Suit of Weaver against Stoney was instituted on said Mortgage and was for a foreclosure of the Mortgage and sale of the equity of redemption of said Stoney in the lands aforesaid for the purpose of paying said Weavers debt of \$809 aforesaid, said Suit did not make prior or subsequent mortgages parties.

Plaintiff further States that the lands mortgaged to him aforesaid are all the means and property that Stoney has and if said Weaver should succeed in selling them under his mortgage and Suit aforesaid, there would be no property of Stoney out of which plaintiff would be able to make his mortgage money aforesaid. Plaintiff further avers that Stoney has failed to perform the said conditions of his mortgage deed aforesaid in plaintiffs favor, and that said two thousand Dollars, and the interest due thereon remain unpaid. Therefore plaintiff prays that Judgment be rendered his debt and all interest, and that the equity of redemption of said defendant, in said tracts of land may be foreclosed, and that the same or so much thereof as may be necessary, be sold, be sold to pay off & discharge the Judgment rendered, and further prays that the said

Weaver be postponed, and that his Mortgage
be ordered and adjudged to have its lien
removed and placed after the lien of said
Daly. that said Daly's Mortgage be first
satisfied out of the proceeds of sale of the
said lands, prior to the debt of said Weaver
and for all other further proper relief as may
be necessary or right:

Beal Atty for Plaintiff

J. A Beal Atty for Plff. makes oath & says
that the foregoing petition & the matters as
therein stated he believes to be true

J. A Beal

Seen to and subscribed
before me this 26th day
of December A D 1860

Elias J. Honey clerk

A true copy of the original petition
and affidavit on file in my office

Witness my hand and the
Seal of said Court, at office
January 8th A D 1861

Elias J. Honey clerk

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

New Town
Go the Sheriff of the County of ~~Jefferson~~ - Greeting:

We command you, that you summon *George Storey*

if he be found in your County, that he
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 second
Monday after the fourth Monday of *May*
next, then and there to answer unto *Edward Daly*

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

Witness, **ELIAS F. HONEY**, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at office
in *Hillsboro*, this *Ninth*
day of *January* A. D. 18 *61*

Elias F. Honey

Clerk Circuit Court.

No 1

To Jefferson Bar. Court

Term Term 1861

Edward Daly

vs. Edmunds

George Sherry

Sheriff for \$11.00
Fees

Filed March 14th 1861

State of Missouri

County of Newton } J. M. Johnson

Sheriff within and for said County do certify
that I executed the within petition and writ

By leaving a copy of the writ at the usual place
of a body of the within named George Stony
with a white member of the family over
the age of fifteen years on the 15 day of

February 1861 in the County of Newton
and State of Missouri

J. M. Johnson Sheriff
By A. Wright D. S.

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

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

We command you, that you summon *William B Weaver*

if he be found in your County, that he
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 second
Monday after the fourth Monday of *May*
next, then and there to answer unto *Edward Daly*

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

Witness, **ELIAS F. HONEY**, Clerk of our said Circuit
Court, with the seal thereof hereto affixed, at office
in Hillsboro, this *Ninth*
day of *January* A. D. 1861

Elias F. Honey

Clerk Circuit Court.

36.101.185

No. 1
2222

to Jefferson Co. Court
June Term 1861

Edward W. Kelly
vs. J. Summons

William B. Weaver

Sherriff fees \$1.00

Scanned Jan 16th 1863
by consent, book No 4
page 496-

I Executed the within writ in the County of
Jefferson State of Missouri on the 24th day of
January 1861 by Reading the same in the presence
and hearing of Wm B Weaver and by leaving
a copy of the within writ and annex partitions
as furnished to me by the clerk with a free
white person of his family over the age
of fifteen years old at his Residence

Recorded and Sherriff
by J. C. Pauer Deputy

STATE of MISSOURI, } S. S.
County of Jefferson, }

In the Circuit Court, June 15th 1863.

Edward Daly, vs }
Wm Stoney, et als. }

Now at this day comes the said Plaintiff by his attorney and files his petition, to bring in new parties defendant herein, to-wit: Joseph Stoney. Hannah Stoney, Eliza Stoney, and other unknown heirs of George Stoney, dec'd, which being seen and by the Court fully understood, the prayer of said petition is granted; and it appearing to the satisfaction of the Court that the said defendants, William Stoney, Joseph Stoney, Hannah Stoney, Eliza Stoney and other unknown heirs of George Stoney dec., cannot be served with process in the usual manner, it is ordered by the Court that said defendants be notified by publication of the commencement of this action, the object and general nature of which is to obtain a judgement and decree of said court, for the foreclosure of the equity of redemption of said defendants, of, in, and to the following described land to-wit: The North $\frac{1}{2}$ of S W $\frac{1}{4}$ of Sec twenty six, Town forty, R six E, containing 80 acres. The N E $\frac{1}{4}$ and S E $\frac{1}{4}$ and E $\frac{1}{2}$ of S W $\frac{1}{4}$ of Sec 27, T 40 R six E, containing 400 acres. And the N $\frac{1}{2}$ of the North W $\frac{1}{4}$, the W $\frac{1}{2}$ of the N E $\frac{1}{4}$, the N W $\frac{1}{4}$ of the S E $\frac{1}{4}$ and S E $\frac{1}{4}$ of N W $\frac{1}{4}$ of Sec 34, T 40, R six E, containing 240 acres, Situated in Jefferson county, Mo.; And unless they be and appear before the said Circuit Court on the first day of the next term thereof, to be begun and held on the 2nd Monday after the 4th Monday in November next, and on or before the 4th day thereof, answer the petition of said plaintiff, the same will be taken as confessed against them.

And it is further ordered that a copy here of be published in the Missouri Argus, a newspaper published in this State, for four weeks successively, the last insertion to be at least four weeks before the commencement of the said next term, and this cause is continued. A true copy from the record.

SEAL.

In testimony whereof I hereto set my hand and affix the seal of said Court, at office July 20th, 1863.

ELIAS F. HONEY, Clerk.

I, Joseph J. Brady, publisher of the Missouri Argus, a Weekly Newspaper printed in the Town of Farmington, County of St. Francois, and State of Missouri, do hereby certify that the annexed advertisement has been published in said Newspaper for 4 consecutive weeks, in numbers 27, 28, 29 & 30, of Volume 3, commencing July 25th A. D. 1863, and ending August 15th A. D. 1863. Printers fee, \$ 12.50; Affidavit, \$ 25. Received Payment,

, Proprietor.

STATE of MISSOURI, } S. S.
County of St. Francois.

Personally appeared before the undersigned, Joseph J. Brady, who being duly qualified, affirms that the above statement of the manner and time of publishing the annexed advertisement is true.

Affirmed to and subscribed before me; this the 1st day of Sept, A. D. 1863.



\$19.09 paid

W. R. Taylor

J. J. Brady

E. d. Daly

is

Wm Stoney et al

Proof Publication

Filed Dec 12th 1863
Elias & Stoney

Judgt. of foreclosure of Mortg. for
Plff. and debt - \$3121.65

See Bill

Honey Clerk affs to pet-10¢ 2 copies pet-50¢ \$100	
2 Cents Deals 1/4 mt Copy \$1.20 Stamp 50¢	
amended pet 25¢ Aff & 10¢ Order pet 50¢	
Copy 40¢ Cert-Deal 50¢ Cont. 25¢ Proof Pub. 25¢	
default-25¢ Cont. 25¢ Sub. 25¢ Judgt. 50	
order 25¢ Dockets 15¢ 4 pgs 20¢ Index 15¢	
docket Judgt 25¢ fee. Bill 5¢	\$ 8.85
Memphis Argus. Printer	12.75
Jerome B. Dover sheff calls	60
	\$2220

\$9.91

affidavit to get	\$0.10	0.10
2 Copies petition @ 50¢	1.00	1.00
2 Certs Heals to do @ 50¢	1.00	1.00
1 Rent 1st Copy same 20¢	1.20	1.20
amended & get 25¢ aff & 100 10¢	35	35
Order Publication	25	25
Copy Same 40¢ Cert Sub 50¢	90	1.30
Cont 25¢ Proof Pub. 10¢ default		35
25¢ cont 25¢ Subimp 25¢		75
trial 50¢ Juagt 50¢. order 25¢		1.25
verdicts 15¢ 4 jrs 20¢ index		35
15¢ make ends 25¢ docket juts		40
25¢ make fee Rec 75¢		1.00
		9.30
		12.75
		60
		21.65