

Todderson County Circuit Court
Case File - Civil

June 1861, #26

Thomas, William H.

vs

Medley, Samuel, Adm.

Medley, Thomas

Medley, Rachel

Foreclosure

Debt \$150; 40 acres in
S19 T42 R4E

Box 13 Folder 36

This indenture made and entered into this Ninth
day of June Eighteen Hundred and fifty eight
between Thomas Medley and Rachel Medley
his wife parties of the first part, and William
H. Thomas party of the second, all of the
County of Jefferson & State of Missouri; Witness
eth, that the Said party of the ^{first} ~~second~~ part
in consideration of the Sum of One dollar
to him duly paid, has, and by these
presents, does grant and convey to the Said
party of the second part, all that certain
piece of land, situated in the County and
State aforesaid to wit, the East half of the
South half, of the South East quarter, of
section Nineteen, in Township Forty Two, of
Range Four East, containing Forty Acres,
to have and to hold the premises hereby conveyed
with all the rights, privileges and appurten-
ances thereto belonging, or in anywise appertain-
ing unto the Said William H. Thomas, his heirs
and assigns forever, This Grant is intended as
a Security for the payment of One hundred
and fifty dollars, to be paid in two inst-
allments, to wit, first pay one of which,
executed by the Said Thomas Medley

to the Said Wm. H. Thomas, for Security
five dollars, dated January the 12th
A. D. 1858, payable on or before the
twentyth day of January Eighteen hundred
and fifty nine, bearing ten per cent, from
date til paid, also another note Executed
the twelfth day of January 1858, pay-
able, on or before the twelfth day January
1860, bearing interest as aforesaid,
which payments, if duly made, will
render this Conveyance Void, and if
default shall be made in the payment
of the principal or interest above men-
tioned, then the Said party of the sec-
ond party and his assigns, are hereby
authorized to sell the premises above
granted, or so much thereof as will
be necessary to satisfy the amount then
due, with the costs and expenses allowed
by law, after first giving lawfull notice
of the time, terms and place of Sale,
In Witness Whereof the Said parties of the
first part have hereunto set their names
and seals the day and year first above
written, Done in the
presence of A. Stewart } Thomas ^{his} Medley (seal)
Rachel ^{may be} Medley (seal)

State of Missouri } ss.
County of Jefferson }

Be it Remembered that Thomas Medley,
and Rachel his wife, who are personally
known to the undersigned, a Justice of
the peace, within and for the County of
Jefferson, to be the same persons whose
names are subscribed to the foregoing
Deed, as parties thereto this day appeared
before me, and acknowledged that they
executed and delivered the same, as their
voluntary act and deed, for the use and
purpose therein mentioned, and the said
Rachel, being by me made acquainted
with the contents of said deed, acknow-
ledged on an examination apart from
her said husband, that she executed the
same, and relinquishes her dower in real
estate therein mentioned, freely, and
without compulsion or an undue influence
of her said husband,

Given under my hand this 9th day of
June 1858,

Alfred Stewart
Justice of the peace

State of Missouri }
County of Jefferson } The undersigned recorder
in and for said County certify that the foregoing
deed of Trust was filed for record in my office
April 2nd 1860 and is truly recorded in
Book. 2nd page 166

Witness my hand and
official Seal date last aforesaid
Elias D. Honey
Recorder

Geo. Medley & Co.
No. 1 Deeds of Mortgage

Wm Thomas.

Filed April 20 1860

Elias D. Honey

Recorder

Paal

William H. Thomas, - plaintiff

Against

Samuel Medley administrator
of the Estate of Thomas Medley
deceased, and Rachael Medley,
the widow of said deceased, - Defendants,

In the Circuit Court of
Jefferson County Missouri;

Plaintiff states that, Thomas Medley,
(since deceased) on the 12th day of January 1858,
executed to Plaintiff two promissory Notes,
for seventy five dollars each, (herewith filed)
whereby he promised to pay Plaintiff, on the
first Note, seventy five dollars, on or before the
12th day of January 1859, with ten per cent
interest from date till paid, - and by the
other Note, he promised to pay Plaintiff,
seventy five dollars, on or before the 12th day
of January 1860, bearing interest at ten
per cent from date till paid, - And that
the said Thomas Medley, and Rachael Medley,
his wife, on the 9th day of June 1858, for
the purpose of securing the payment of the
two said promissory Notes, executed and
delivered to Plaintiff a Mortgage Deed (here
with filed) conveying to Plaintiff a Tract of Land
situate in Jefferson County Missouri, and de-
scribed in said Mortgage Deed as follows, to wit,
The East Half of the South Half of the South
East quarter of Section Nineteen, in Township
Forty two, of Range Four East, containing Forty
acres, upon the following Conditions, to wit,
"This grant is intended as a security for the pay-
ment of one hundred and fifty dollars, to be paid

in two instalments, to wit, first one of which executed by the said Thomas Medley to the said Wm. H. Thomas for seventy five dollars, dated January the 10th A.D. 1858, payable on or before the twelfth day of January Eighteen hundred and fifty nine, bearing ten per cent from date till paid, - also another Note executed the twelfth day of January 1858, payable on or before the twelfth day of January 1860, bearing interest as aforesaid, which payments, if duly made, will render this Conveyance void, and if default shall be made in the payment of the principal or interest above mentioned then the said Party of the Second part and his assigns, are hereby authorized to sell the premises above granted or so much thereof as will be necessary to satisfy the amount then due, with the costs and expenses allowed by law, after first giving lawful notice of the time, terms and place of sale."

Plaintiff states that the said Thomas Medley, (who departed this life about a year ago,) failed to perform the said Conditions on his part, in his life time, and that his Administrator, the said Samuel Mealy, has failed to perform the Conditions of said Mortgage, since the death of said Thomas Medley, - Plaintiff states that the sum of one hundred and fifty dollars, (the aggregate sum of said two promissory Notes) and all interest due thereon, yet remain unpaid,

Wherefore, Plaintiff prays that Judgment may be rendered for the sum of one hundred and fifty dollars due on said Notes, as aforesaid, and all interest due thereon, and that the equity of redemption of the said De-

servants in and to said Tract of Land may be
foreclosed, and that the same may be sold to pay
off the Judgment so rendered, and for other &
proper relief.

} Abner Green
Attorney for Plaintiff.

Abner Green, Attorney for Plaintiff, makes
oath, and says, from information received, he
believes the above petition and the matters therein
as stated are true.

Sworn to and Subscribed

} Abner Green
Atty for plff.

before me, Mar. 18th 1860

Elias J. Hooney, clerk

In Circuit Court
Jefferson County

Wm. M. Thomas
vs.

Saml. H. Mealey, Adm^r
of Rachael H. Mealey

Petition to foreclose
Mortgage

Let Summons issue
against Defendant,
Green, for \$1000,

Filed Nov 18th 1861
Oliver J. Hooley
Clerk

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

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

We command you, that you summon *Samuel Medley Ad-*
*ministrato*r of *Thomas Medley deceased* and
Rachel Medley the Widow of said deceased

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 second
Monday after the fourth Monday of *May*
next, then and there to answer unto *William H Thomas*

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 *Twentieth*
day of *March* A. D. 18 *61*

Elias F. Honey

Clerk Circuit Court.

I executed the within notice in the County of Jefferson State of Missouri on the ninth Day of May 1861 on Rachael Medley first served by reading this writ and annexed petition to her and delivering her A certified copy of this writ and annexed petition to her and on the same day on Samuel Medley administrator of the Estate of Thos Medley dec'd by reading this writ and annexed petition to him

Oscar Dovedy Sheriff

No 26

2 Jefferson Circuit Court

June Term 1861

William H. Shuman

vs & Defendants

Saml. Medley Admin^r

of Thos. Medley dec'd

Rachael Medley Adm^r

Sheriff fee \$2.00

23.75

Print 10¢. Receipt for

decree & copy for self

June 18th 1863. book No

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