

To Person County Circuit Court  
Case File - Civil

Box

17 Folder 48

May 1866

Coleman, William T.

vs

Page, Daniel D.

Foreclosure

Plaintiff assignee of Samuel

Gaty; debt \$20,000; 168 acres

in 515741 R4E

This Indenture Made this first day  
of October 1857. Between Daniel D Page and  
Deborah A Page his wife of the City and County  
of St Louis in the State of Missouri of the first  
part and Samuel Gaty of the second part,  
Witnesseth; That the said parties of the first  
part for and in consideration of the Sum of Twenty  
thousand to them paid by the said party of the  
second part the receipt whereof is hereby acknow-  
-ledged, have granted bargained sold aliened releas-  
-ed and conveyed and by these presents do grant bargain  
sell alien release and convey to the said party  
of the second part and his heirs and assigns forever  
all that piece or parcel of land situate in the  
County of Jefferson in the State of Missouri being the  
North east quarter of Section fifteen in Township  
Forty one North of range four East containing  
One hundred and Sixty Eight acres

To have and to hold the above described  
land to the said party of the first part his  
heirs and assigns to his own use and behoof  
forever

Provided always that if the said Daniel  
D Page his heirs executors or administrators  
shall well and truly pay at maturity his  
Certain promissory note payable to the order of  
Page & Bacon bearing date the first day of October  
1857. for the Sum of Twenty Thousand Dollars

and by said firm of Page & Bacon endorsed  
to Samuel Gaty said note bearing interest  
at the rate of ten per Cent per Annum and  
payable two years after the date thereof then  
thenceforth hereby granted to the party of the  
second part shall cease and be void and the  
parties of the first part shall thereafter  
have and hold all the said property hereby  
mortgaged, as if this indenture had not been  
made otherwise the same shall be and  
remain in full force and virtue.

In Witness whereof the parties of  
the first part have hereunto set their hands &  
seals the day and Year first above written

Done! D. Page 

Lebrach M. Page   
By M. Hamlin atty in fact

State of Missouri  
County of St. Louis J.S.

Be it remembered that on  
this Seventh day of October in the Year 1857  
before me the undersigned a Notary Public  
within and for the County and State aforesaid  
came Daniel D. Page who is personally known  
to me to be the same person whose name is  
subscribed to the foregoing instrument of

writing as a party thereto and he acknowledged the same to be his act and deed for the purposes therein mentioned, - also came Peter N Ham who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as the attorney in fact for Deborah N Page and he acknowledged the foregoing instrument of writing to be the act and deed of the said Deborah N Page wife of the said Daniel D Page for the purposes therein mentioned and the said Peter N Ham also acknowledged before me that by virtue of a power of attorney executed to him by the said Deborah N Page bearing date June 16. 1857 and as her attorney in fact and for her that she relinquishes her dower in the real estate mentioned in the foregoing instrument of writing freely and without compulsion or undue influence of her said husband and he then and there relinquished her dower in said premises

In Testimony whereof I have hereunto  
set my hand and affixed my official  
seal at the City of St Louis this day  
and year first above written  
Thomas L. Salisbury  
Notary Public

State of Missouri  
County of Jefferson } I the undersigned Clerk of  
the Circuit Court & Ex Officio Recorder, in and for said  
County hereby certify that the foregoing instrument of  
writing was filed for, and is truly Recorded in  
my Office in Book C. page 100, On the 15th day  
of October A.D. 1857.

Witness my hand and Official Seal  
date last aforesaid

Elias J. Honeoy, Clerk  
By A. H. H. per deputy

B

Samuel J. Page

To

Samuel G. Gaty

Edward G. Gaty

County of Jefferson  
160 - 1000

Filed Oct 15th 1857  
Elias J. Honeoy  
Recorder

Filed May 19th 1866  
Samuel A. H. per clerk  
Paul J.

And I have received from the Court, Grant, All, and  
Gentry into William's Deed, who have and  
Admission the mortgage and all interest  
in said mortgage and Deed, and in one by virtue  
thereof, on 9th day of July 1857, and have  
and deal this 20th day of June 1860

William T. Calman } Circuit Court  
 Plaintiff }  
 vs }  
 Daniel D. Page } Jefferson County  
 Defendant }  
 May Term 1866.

Jefferson Co<sup>ss</sup>

Plaintiff states that on the first day of October A.D. 1857 the defendant made and delivered to the firm of Page & Bacon his negotiable promissory note of that date, and thereby promised to pay, two years after the date thereof, the sum of twenty thousand dollars to the order of said Page & Bacon for value received negotiable and payable without defalcation or discount, with interest at the rate of ten per cent per annum from date; that then said Page & Bacon indorsed and delivered said note to Samuel Gaty; that on the day and year last aforesaid the defendant for the purpose of securing the payment of said note executed and delivered to said Samuel Gaty a mortgage deed which together with said note is herewith filed

conveying to said Samuel Gaty a tract of land situate and lying in Jefferson County, known in said mortgage deed by the following description to wit: North East quarter of Section fifteen in Township forty one North of range four East containing one hundred and sixty eight acres, upon the following condition, that if said Samuel D. Page his heirs executors or administrators shall well and truly pay at maturity his said note made and indorsed as aforesaid then the Estate hereby granted to said Samuel Gaty shall cease and be void and the parties of the first part executing said deed shall thereafter have and hold all the said property hereby mortgaged, as if this indenture had not been made otherwise the same shall be and remain in full force and virtue; that then said Samuel Gaty indorsed without recourse, and delivered said note to this plaintiff And thereby this plaintiff became and is now the owner of said note and is invested with the Estate in the land aforesaid

granted to said Samuel Gaty  
for the purpose of securing the  
payments of said note.

Plaintiff avers that defendant  
has failed to perform the said conditions  
on his part; that on said note  
there remained due and unpaid the  
sum of Eight thousand five hun-  
dred dollars on the 25<sup>th</sup> day of  
June 1860 which said sum with  
ten per cent interest per annum,  
to the present day remains still  
due and unpaid.

Wherefore he prays that judgment  
may be rendered for the debt and  
all interest and that the equity of  
redemption of the said defendant  
in and to said tract of land may  
be foreclosed and that the same  
or so much thereof as may be ne-  
cessary, be sold to pay off and  
discharge the judgments rendered  
and for other proper relief  
Sacklund & Martin  
attys for plaintiff

William T. Coleman being duly  
sworn says upon oath that the  
facts as stated in the forego-

ing petition he believes to be  
true

C. M. Coleman

Subscribed and sworn to before me  
this 27<sup>th</sup> day of April 1866 }  
Leicester Babcock Notary Public  
for St. Louis County Mo

William T. Coleman

vs  
Daniel D. Page

\$2.00 paid

Petition and Bill of  
foreclosure.

Lacklauer & Proctor  
attys for pfg

Filed April 27 1866

Samuel Stebbins  
clerk

STATE OF MISSOURI,

SS.

COUNTY OF JEFFERSON.

The State of Missouri

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

We command you, that you summon

Daniel D Page

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

William D. Coleman

upon his original petition, a copy whereof is hereunto annexed and ac-  
companies this writ, and have you then there this writ.

Witness, ELIAS F. HONEY,

Clerk of our said Circuit  
Court, with the seal thereof hereunto affixed, at office  
in Hillsboro, this Twenty seventh  
day of April A. D. 1866

Samuel A. Peppy  
Clerk Circuit Court.



5-278-279-351

2490

TO JEFFERSON CIRCUIT COURT

Mary Saml, 1866

William D. Robinson

vs

Daniel D. Page

23 March 1866

Original Petition



William T. Baleman } N<sup>o</sup> 51  
vs } May Term 1866  
Daniel H. Page }

Plff. & Dyts atty. consent to the decree at this term.  
Judgment for \$13,498 being the  
amount due on the note with interest.

The Equity of redemption of defendants  
in the land foreclosed, and the  
said tract of land as described  
in the petition decreed to be sold  
to pay off and discharge the  
judgment.

Lackland & Martin  
attys for Plff.

N<sup>o</sup> 5-1  
May Term

Hebman  
and  
Page

Memorandum of  
findings.

Sold May 19th 1846  
Second. After pay balls

St. Louis Oct 1 1857

\$20,000

Two years after date I promise to pay to the order of Page & Bacon Twenty thousand Dollars, value received negotiable and payable without defalcation or discount with interest at the rate of ten per Cent per Annum from date.

This note is secured by a mortgage of real estate in the Counties of St. Louis, Jefferson, and Callaway of even date herewith to Samuel Gatz  
(signed) Saml. R. Page

Indorsed as follows

Pay Samuel Gatz or order

(signed) Page & Bacon

I do hereby assign to W<sup>m</sup> J. Coleman the within note without recourse to me

(signed) Saml. Gatz

I hereby certify the foregoing to be a true copy of the note and indorsements thereon in the book of W<sup>m</sup> J. Coleman vs Samuel R. Page

2051 May Term 1866. Saml. A. Peppy Clerk Circuit Court

No 5-1  
May 1. 1866

Palmer  
as  
page.

Copy of the note.

Filed May 19<sup>th</sup> 1866.  
Saml. H. Chapman Clerk

William T. Coleman  
vs Plaintiff

Samuel D. Page  
Defendant

Jeffers on Court  
by Cir. Ct.

Now Cometh said defendant and  
in answer to the petition admits  
that he made the mortgage deed  
mentioned in the petition; that he  
made & delivered the note for which  
the same was made to secure; and  
that the assignments and transfers  
of said note are truly set forth;  
and that the amount as set forth  
in the petition is due and owing  
to the plaintiffs.

John M. Fulton  
attys for deff

Samuel D. Page defendant being duly sworn  
says the facts as stated in the fore-  
going answer are true.

Subscribed and sworn to before me.

This the 11<sup>th</sup> day of May

1866

Thos. J. Smith  
Notary Public

Sam<sup>l</sup> D. Page

William J. Coleman  
as  
David J. Page

Clerk

Filed May 19th 1866.  
Dunn. N.H. by Clerk

Fuller atty for def

Know all men by these presents  
that I have constituted and  
appointed and by these presents  
do constitute and appoint  
John M. Fulton my true and  
lawful attorney for me and in  
my name to appear for me  
and conduct the defense in the  
case of William T. Calman  
vs Daniel D. Page now pending  
in the Circuit Court of Jefferson  
County for the foreclosure of a  
mortgage for non-payment of a  
certain note made by me and  
described in the petition of said  
case, with full power and  
authority to enter my appearance  
at the return term of said  
case and then and there to  
act and perform in the prem-  
ises whatever an attorney of  
record may lawfully do.

Dan<sup>d</sup>. D. Page

Quellins 2<sup>d</sup> Column

Donel 2<sup>d</sup> Page

( 10. 1. 1892 )