

Jefferson County Circuit Court  
Case No. 10 - Civil

Box

20 Folder 43

November 1867, No. 119

Hawes, Elias

vs

Beck, Frederick

Doct.

Debt \$400 for failure to warrant  
40 acres sold to plaintiff; appealed  
to District Court

Elias Harness, - Plaintiff } In the Circuit  
 Against } Court of Jefferson  
 Frederick Beck, - Defendant, } County Missouri  
 Nov. Term 1867

The Plaintiff states that on the 22<sup>nd</sup> day of October 1866, the Defendant executed and delivered to Plaintiff a general warranty deed of that date, (which is herewith filed) wherein he conveyed to Plaintiff the following described several Tracts of Land, situated in Jefferson County Missouri, to wit, The East half of Lot Number One, of the North West quarter of Section No. Two, in Township No. Forty two, of Range Four East, - containing forty acres, - also, the East half of Lot No. Two, of the North West quarter, & the West half of Lot No. One, of the North East quarter of Section No. Two, in Township No. Forty two of Range Four East, containing Eighty eight and  $\frac{33}{100}$  acres, - That the purchase money for said several Tracts of Land, was Twelve hundred and fifty dollars, which said Plaintiff <sup>paid</sup> to Defendant on the day said Deed was executed, - That, in said Deed, the Defendant specially covenanted for himself, his heirs, executors & administrators, to and with the Plaintiff, to warrant the title to said Land, and every part thereof, to the Plaintiff, against the lawful claims <sup>of</sup> all persons whatsoever, - And Plaintiff avers there was at that time a Deed of Trust existing on forty acres of the above land, to wit, the East half of Lot No. One, of the North West quarter of Section Two, in Township Forty two, of Range Four East, - given by Henry Griese (the original owner of said Land) to John H. Steirmer as trustee, to secure the payment of a promissory Note

of four hundred dollars, to Christopher Surkamp, dated  
the 14<sup>th</sup> day of December 1858, And Plaintiff states that  
afterwards, to wit, on the      day of      1867, said forty  
acres of Land was sold at public sale, by said Trustee  
by virtue of the powers given him under said ~~Deed~~  
of Trust and bought by      , who  
<sup>received a deed from said Trustee for the same, and</sup>  
who now holds the legal title to said forty acres  
of said Land, - which Plaintiff avers was worth  
at the time said Deed was made, <sup>six</sup> ~~four~~ hundred  
dollars, in proportion to the price given by Plain-  
tiff for the whole of said Lands, - A copy of which  
Deed of Trust, and of the Trustee Deed given said  
Purchaser is hereto the Court shown, And Plaintiff  
states that on the first day of September 1867, he gave  
notice to Defendant, of the failure of the title to  
said forty acres, and demanded of him the sum  
of four hundred dollars, the purchase money  
for said forty acres, and six per cent interest  
thereon, which Defendant refused to pay, and for  
which Plaintiff asks Judgment.

Alfred Green  
Attorney for Plaintiff

In Circuit Court  
Jefferson County

Charles W. Moore

vs.

Frederick Beck

Petition

Settlement

vs. A. S. Moore  
for Debt

Filed Oct 16 1867

C. A. Moore Clerk

By C. A. Moore

THE STATE OF MISSOURI, }  
COUNTY OF JEFFERSON. } SS.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson—Greeting:

We command you, that you summon *Fredrick Joek*

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 ~~first~~ Monday after the  
~~fourth Monday~~ of *November* next, then and there to answer unto

*Elias Harniss*

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 hereunto affixed, at office in Hillsboro, this  
*Sixteenth* day of *October* A.D. 187

*Elias F. Honey*

Clerk Circuit Court.

By *D. Skrine* Deft

200118

2663

JEFFERSON CIRCUIT COURT.

November Term, 1867

Eliza Murrell

vs

Frederick Beck.

original

John Williams

Sheriff fee \$1.00

Term - 7.53  
Geo 88  
mchrs 12  
\$8.13-

I Executed this Writ in Jefferson County Mo  
on the 17<sup>th</sup> Day of October 1867 on ~~Frederick~~  
Beck by Leaving a true copy of this Writ  
and Petition at his usual Place of abode  
With a White Person of his family over the  
age of fifteen years

John Williams Sheriff

By

Dept

Elias Harness, petff, } In the Circuit Court  
against } of Jefferson Co, Mo,  
Frederick Beck, defd. } Nov. Term 1867.

Now on this day comes defendant,  
and by leave of court files the following  
answer to the petition of plaintiff in  
the above case,

Defendant admits, that on the 22<sup>nd</sup>  
day of October 1866, he executed and de-  
livered to plaintiff a deed, wherein he  
conveyed to him the lands described in  
Plaintiffs petition, and that the purchase  
money for said land was twelve hun-  
dred and fifty dollars, but defendant  
denies, that he specially covenanted for  
himself, his heirs, executors and admin-  
istrators to and with the plaintiff, to  
warrant the title to said lands and every  
part thereof to the plaintiff against the  
lawful claims of all persons whatsoever.

Defendant further says, that he has no  
knowledge or information sufficient to form  
a belief, whether at the time of the delivery  
of the deed aforesaid, there was a deed of  
trust on that part of the land conveyed,  
which is described in plaintiffs petition, given  
by Henry Greise (the original owner of said

land) to John W. Kiemeyer, as trustee, to secure the payment of a promissory note of four hundred dollars to Christopher Sunkamp dated the 14<sup>th</sup> day of Decr, 1858. Defendant further says, that he has no knowledge or information sufficient to form a belief, that on the

day of 1867. the forty acres, on which the plaintiff says, the deed of trust was ~~on~~, were sold at public sale by said Trustee, by virtue of the powers given him under said deed of trust, and bought by

and that such purchaser received a deed from said Trustee for the same and defendant denies that such purchaser, if there was any, now holds the legal title to said forty acres. Defendant also denies, that the forty acres, which plaintiff alleges to have been sold, were worth at the time the deed was delivered to plaintiff, six hundred dollars, in proportion to the price given by plaintiff for the whole of the land conveyed.

Defendant denies, that on the first day of September 1867, <sup>plaintiff</sup> he, gave notice to him of the failure of the title to said forty acres, and demanded of

have the sum of Four hundred dollars  
the purchase money of said forty  
acres and 6 % interest thereon.

Henry F. Shivers  
Atty for defdts.

Eliza Hannell,  
pett

against  
Frederick Beck,  
defendant.

—  
Answer of defendant

Filed July 24<sup>th</sup> 1868  
C. H. May Orr

COUNTY OF JEFFERSON.

The State of Missouri,

To

Joseph Howard, M. C. J. P. Clerk  
James Byrnes

YOU ARE HEREBY COMMANDED, That setting aside all manner of excuse and delay, you appear

before our Circuit Court for the County aforesaid, on the

1869

at Hillsboro, then and there to testify, and the truth to say in a certain

matter of controversy, now pending in our said Court, wherein

Charles Hennes

Plaintiff, and

vs Fred Beck

is

Defendant, on the part of

Plaintiff

and herein you are in no wise to

fail.

Witness, ELIAS F. HONEY, Clerk of our said

Court, with the seal thereof hereto affixed, at office

this 30 day of March A. D. 1869

Charles F. Honey Clerk.

By S. H. Crawford Depts

# SUBPOENA.

To Jefferson Circuit Court.

May Term, 1869

E. Hamers

v.  
F. Beck

for Deft

M. E. F. Pollock

The ~~subpoena~~ within was served on the 8 day of April 1869, reading the same to the within named witnesses Alfred Stewart and Thomas Hyman at Jefferson County Mo  
Fees 1.00

Found due to enquirer Sheriff  
An Obedt G. Williams  
Deputy

Elias Hamer, Plaintiff  
vs  
Fred. Beck, Defendant } In the Superior  
Circuit Court.

We Fred Beck as principal and  
Daniel Kern and C William Thomas  
as securities acknowledge ourselves  
to be indebted to Elias Hamer the Plain-  
tiff the above entitled cause in the sum  
of Eight hundred dollars, to be void  
upon this condition, Not whereas the  
above entitled cause has been removed  
to the Second District Court of  
Missouri, <sup>by said Fred Beck</sup> on writ of Sum on which  
a supersedeas has been granted  
by Judge J. H. Vail of the 5<sup>th</sup> Cir-  
cuit. Now if the said Fred Beck shall  
move out his said writ of Sum with  
effect and without delay and pay  
the money that shall therein be ad-  
judged him by said District Court  
and otherwise abide the judgment  
of said District Court therein, then this  
bond shall be void, otherwise it  
shall remain in full force and effect.  
Witness our hands and seals this 3<sup>rd</sup> day  
of Aug. 1869.

Friedrich Beck

Daniel Kern.

C. William Thomas.

Recd  
Recd  
Recd

The within Recognizance approved by  
me this 13<sup>th</sup> day of August A.D. 1869

J<sup>m</sup> Carter one of the judges  
of the Second District Court of  
Missouri

The State of Missouri, } ss.  
SECOND JUDICIAL DISTRICT.

The State of Missouri, to the Honorable the Judge of  
*The Jefferson Co. Circuit Court* in said State,---GREETING:

Whereas, In the record and proceedings in a certain cause lately pending  
in the *Circuit Court of Jefferson County*  
wherein *Elias Harness*

*Elias Harness* was plaintiff  
and *Fred Beck*

*Fred Beck* was defendant  
in a civil action, manifest error hath intervened, to the great damage of said  
*Defendant* as by *his* complaint we are informed.

NOW, being willing that the error, if any there be, should be corrected, and  
full and speedy justice done to the parties aforesaid, in that behalf, **Command**  
**You**, that you send to us, certified under your seal, the record and proceedings  
in the cause aforesaid, as fully as the same remain of record before you in  
said Court, so that we may have them before us at our District Court, for the  
Second District of Missouri, to be begun and held in the city of Cape Girardeau,  
in the county of Cape Girardeau, in said State, on the Second Monday in *July*  
next, so that our Judges of our said District court, on inspecting the record  
and proceeding aforesaid, may cause to be further done therein, for correcting  
the error, what of right, and according to law, ought to be done.

WITNESS, **LEONARD SARGEANT**, Clerk of our said  
District Court, with his official Seal hereto affixed  
at office in the city of Cape Girardeau, the *9th*  
day of *August* in the year of our Lord  
one thousand eight hundred and sixty-*nine*  
*Leonard Sargeant* Clerk.

**State of Missouri,** }  
County of \_\_\_\_\_ } ss.

I, \_\_\_\_\_

Clerk of the \_\_\_\_\_ Court, within and for the county afore-  
said, in obedience to the mandate of the within writ, herewith transmit to the  
Honorable District Court, for the Second District in the State of Missouri,  
held at Cape Girardeau, a full, true and complete transcript of the record and  
proceedings in the within entitled cause as fully as the same remain of record  
and on file in my office.

In Testimony Whereof, I hereunto set my hand and  
affix the seal of said Court, at office, in the \_\_\_\_\_

\_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_ 186 .

\_\_\_\_\_  
Clerk.

*Writ came to hand September 6<sup>th</sup>*

all  
Unit of Error  
to Judd on Circuit  
Court.

Thomas Biederick Beck

It is therefore ordered by the undersigned Judge in vacation, that Execution on the Judgment rendered at the May Term of said Circuit Court ad. 1869 as aforesaid be stayed until the determination of said cause on said writ of Error in the District Court of the said Second District of the State of

Exponi aforesaid

Given under my hand in  
Vacations of said Court this  
13<sup>th</sup> day of August A.D. 1869

Jm. Carter Judge as aforesaid

(1)

State of Missouri } ss  
County of Jefferson }

In the Circuit Court of  
Jefferson County Missouri.

Be it Remembered that on the 16<sup>th</sup> day of October  
A D 1867 there was filed in the office of the  
Clerk of the Circuit Court within and for  
the County of Jefferson & State aforesaid a  
Petition which Petition is in words and  
figures as follows. to wit.

|                           |                                                                            |
|---------------------------|----------------------------------------------------------------------------|
| Elias Harness- Plaintiff  | } In the Circuit Court<br>of Jefferson County<br>Missouri Nov Term<br>1867 |
| Against                   |                                                                            |
| Frederick Beck. Defendant |                                                                            |

The plaintiff States that on the 22 day of  
October, 1866. the defendant executed and delivered  
to plaintiff a general Warranty Deed. of that date  
(which is herewith filed) wherein he conveyed to  
the Plaintiff the following described several  
tracts of Land. Situate in Jefferson County Mo.  
To wit. the East half of Lot No one (1) of the  
North west quarter. of Section two Township  
Forty two of Range four East containing  
Forty acres. Also the East half of Lot  
No Two of the North west quarter, and  
the west half of Lot No one of the  
North East quarter, of Section No two.

in Township No Forty two of Range No  
Four East, containing Eighty acres and  
<sup>33</sup>two of an acre That the purchase money  
of said Several tracts of Land, was  
twelve Hundred and fifty Dollars  
which Plaintiff Paid to defendant and  
on the day said deed was executed  
that in said deed the defendant specially  
Covenanted for himself his heirs executors and  
Administrators, and with the Plaintiff to  
warrant the title to said Lands and every  
part thereof to the plaintiff against  
the Lawful Claims of all persons  
what soever. And plaintiff avers that  
was at that time a deed of trust is  
tating on forty acres of the above Land  
to wit the East half of Lot No one of  
the North west quarter, of Section two  
in Township Forty two. of Range four East,  
given by Henry Greese. (the original owner. of said  
Land) to John H. Heir Meyer as trustee to secure  
the payment of a promissory note of Four Hund  
red Dollars to Christopher Luskamp, dated the  
14<sup>th</sup> day of December 1858 And plaintiff  
states that afterwards to wit on the  
day of 1867 said Forty acres of Land  
was sold at public sale by said trustee  
by virtue of the power given him under said

deed of trust and bought By  
who received a deed from said trustee  
for the same & who now holds the legal title  
to said Forty acres of said Land which  
Plaintiff avers was made at the time aforesaid  
said deed was made six hundred  
Dollars in pursuance of the price given by  
Plaintiff for the whole of said Lands a copy  
of which deed of trust and the trustee's deed is  
here shown the Court. And plaintiff states  
that on the first day of September 1867 he gave  
notice to defendant of the failure of the  
title to said forty acres and demanded of  
him the sum of Four hundred Dollars  
the purchase money for said forty acres  
and six per cent interest thereon which  
Defendant Refused to pay and for  
which plaintiff asks judgment.

Attest Atty for the Plaintiff  
Endorsed & filed Oct. 16. 1867  
Elias P. Honeycutt,

Upon which said Petition a summons was issued  
which is in words and figures as follows to wit  
State of Missouri } @  
County of Jefferson }  
The State of Missouri To the Sheriff of the County  
of Jefferson: Greeting We command you that you

Frederick Beck 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 which  
began and Held at the town of Hillsboro  
within and for the County of Jefferson on the  
first Monday of November next then &  
there to answer unto Elias Harnes  
upon his original petition a copy whereof  
is hereto annexed and accompanies this writ  
and have you then and there this writ.

Witness Elias J. Horney Clerk of our  
said Circuit Court, with the seal  
thereof Hereunto affixed at  
office in Hillsboro this 16<sup>th</sup> day of  
October A D 1867,

Elias J. Horney Clerk.  
By ~~Saml~~ C. H. Horney D. C.

Return of Sheriff upon which the sheriff made his return which  
is in words and figures as follows to wit.  
I executed this writ in Jefferson County Mo.  
on the 17<sup>th</sup> day of October 1867 on Fredk Beck  
by leaving a true copy of this writ and petition  
at his usual place of abode with a white  
person of his family over the age of fifteen  
Years.

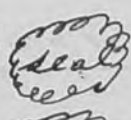
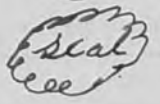
John Williams Sheriff.

(5)

## Deed of Beck to Harnes.

This Deed made and entered into this twenty second day of October Eighteen hundred and Sixty Six by and between Frederick Beck and Barbara his wife parties of the first part, and Elias Harnes party of the second part all of the County of Jefferson and State of Missouri; Witnesseth: that the said parties of the first part for and in Consideration of the sum of Twelve hundred and fifty Dollars to them paid by the said party of the second part, the Receipt of which is hereby acknowledged, do by these presents Grant, bargain, sell, Convey and Confirm unto the said party of the second part and to his heirs and assigns forever, the following pieces or parcels of Land, situate in the County and State aforesaid, To Wit: The East half of Lot number One of the North West quarter of Section number two, in Township number forty two of Range Four East containing Forty Acres, Also the East half of Lot Number two of the North West quarter, and the West half of Lot number One of the North East quarter of Section number two, in Township number Forty two of Range number four East containing Eighty Eight  $\frac{35}{100}$  acres, which will appear

by Deed from Sheriff Dover to Frederick Beck Recorded in the Records Office Jeff Co. in Book "R" page 588 & following dated January 11<sup>th</sup> 1862. I. Have and to Hold the same with all the rights privileges and appurtenances thereunto belonging or appertaining unto the said party of the second part and his heirs and assigns forever. The said parties of the first part hereby Covenanting that their heirs Executors and administrators will warrant and ~~defend~~ forever defend the title to the said premises and every part thereof unto the said party of the second part, and his heirs and assigns, against the lawful claims of all persons whomsoever. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Executed in the presence Frederick Beck   
of Alfred Stewart Barbara Beck   
"Due \$1.50 Revenue Stamp Canceled"

State of Missouri, } ss.  
County of Jefferson } Be it Remembered  
that on this 22<sup>nd</sup> day of October Eighteen  
hundred and sixty six Came Frederick  
Beck and Barbara his wife, who are

personally to me 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 and having acknowledged the same to be their voluntary act and deed for the uses and purposes, therein mentioned, the said Barbara being by me first made acquainted with the contents of said deed acknowledged on an examination apart from her said husband that she executed the same and relinquished her dower in the Real Estate therein mentioned freely and without Compulsion or undue influence of her said husband.

Certified under my hand this 22<sup>nd</sup> day of October A.D. 1866.

Alfred Stewart

Justice of the Peace

Filed and Recorded October 24<sup>th</sup> 1866

Samuel A. Rippy Recorder.

## Deed of Trust.

This Deed made and entered into this fourteenth day of December eighteen Hundred and Fifty Eight by and between Henry Gniere of the City and County of St. Louis, and State of Missouri. Party of the first Part, and John H. Niernmeyer, of the same City, County and State. Party of the second Part and Christophu Burkamp of the same place party of the third Part. Witnesseth that the said Party of the first Part in consideration of the debt and, trust therein after mentioned and created and of the sum of One Dollar to him paid by the said party of the second part the receipt of which is truly acknowledged do by these presents, Grant sell convey and Confirm unto the said Party of the, second Part a certain, piece or parcels of Land known and described as follows to wit: The East half of Lot No one of the, North west quarter, of Section Number two, in township number forty two, of Range four East Containing forty acres of Land and the said Land, is situated in Jefferson County and State of Missouri; To Have and to Hold the same with the appurtenances to the said party of the second part and to the heirs and legal representatives of the

of the said parties, of the second part  
forever On Trust however for the following  
purposes Whereas Henry Giese has  
executed and delivered his promissory note  
for the sum of Four Hundred Dollars  
bearing even date herewith, payable to the  
order of Christopher Surkamp Twelve  
months after date, negotiable and pay-  
able, without defalcation or discount, for value  
Received with interest at the rate of ten  
per cent from date, Now if the said promissory  
note be well and truly paid, at maturity accord-  
ing to the true tenor, ~~interest~~ intent and  
meaning thereof, then this deed shall be void  
and the property hereinbefore conveyed shall be released at  
the cost of the said party of the first part but if default be  
made in the payment of the said note when the same becomes  
due and payable then this deed shall remain in force; and  
the said party of the second part or his legal representatives may  
proceed to sell the property hereinbefore described or any part thereof  
at public vendue to the highest bidder at the East front door of the  
Court House in the City of St. Louis, for cash, first giving thirty  
days public notice of the time, term and place of said  
sale, and of the property to be sold by advertisement in some  
newspaper printed in the City of St. Louis and upon such sale  
shall execute and deliver a deed in fee simple of the property  
sold to the purchaser or purchasers thereof and receive the  
proceeds of said sale, out of which he shall pay, first the cost

and expenses of this trust and next whatever sum may remain due of principal and interest on said note and the balance if any shall be paid to the said party of the first part or his legal representatives. And the said party of the second part covenant faithfully to perform and fulfil the trust herein created In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written

Signed sealed and delivered

H. Geise

(Seal)

In presence of Philip McDonald,

Charlotte Geise

(Seal)

State of Missouri  
County of ~~St. Louis~~ ~~St. Louis~~

Be it remembered that on the twenty ninth day of December eighteen hundred and fifty eight before me the undersigned a Notary Public, within and for the County aforesaid came Henry Geise and Charlotte Geise his wife who are personally known to me, to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto and acknowledged the same to be their act and deed for the purposes therein mentioned, and the said Charlotte, wife as aforesaid being by me first made acquainted with the contents of this and acknowledged on an examination separate and apart from her said husband that she executed the same and relinquishes her dower in the Real Estate therein mentioned freely and without compulsion or undue influence of her said husband, Given under my hand and Notarial Seal of office (S) the day and year last above written

Philip McDonald Notary Public within and for St. Louis County

Filed and Recorded November 6<sup>th</sup> 1860

Elias J. Healey Recorder,

(4)  
"Copy."

This Deed made and entered into this thirteenth day of July A.D. Eighteen hundred and Sixty Eight by and between Valentine Light of the County of Jefferson State of Missouri party of the first part, and Frederick Beck of same County and State party of the second part, Witnesses: Whereas Henry Grosse and Charlotte his wife of the County of Jefferson Missouri by their deed dated the thirty first day of July A.D. Eighteen hundred and Sixty Six Recorded in the Records Office of the County of Jefferson State of Missouri in Book R. Page 431. did Convey to said party of the first part as trustee the following described tract of land situate in the County of Jefferson in the State of Missouri, to Wit: East half of Lot No. One of the North East quarter of Section No. two in Township Forty two of Range four East Containing Forty acres also a tract of land purchased of the Pacific Rail Road Company, described as follows, being situate in Jefferson County Missouri, to Wit: The East half of Lot Number two and the north west quarter, of the West half of Lot number One, of the North West quarter of Section two Township forty two. North of Range four East of the fifth principal meridian Containing Eighty acres and thirty five hundredths of an acre, which Conveyance was in trust for the following purposes therein named to

Wit to secure to William Thomas the payment of a certain promissory negotiable Note which reads in words and figures as follows \$330. Jefferson County Missouri. Twelve Months after date I promise to pay to the Order of William Thomas the sum of three hundred and thirty Dollars for value Received negotiable and payable, without deduction or discount, bearing ten percent interest from date until paid, this 31<sup>st</sup> day of July 1860. Henry Griese And Whereas it was provided in said deed that if the said Henry Griese his executors or administrators shall not pay the sum of money specified in said Deed of Trust with all the interest that may be due thereon the said party hereto of the first part might proceed to sell the property therein described, being the same above described mentioned or any part thereof at Public Vendue, to the highest bidder at the Court House door in The Town of Hillsboro, in the County of Jefferson for Cash first giving twenty days public notice of the time terms and place of said Sale, and of the property to be sold by advertisement in some newspaper printed in the County of Jefferson Missouri and upon such Sale should execute a deed a deed in fee simple of the property sold to the purchaser or purchasers thereof, And Whereas the said Henry Griese did

fail to Comply with the terms of said deed in this to wit he did not pay the above mentioned Note or any part of it the same remaining unpaid, and whereas the said Henry Greise since has departed this life and more than nine months have passed Whereupon the said party of the first part being thereto Required by the party of the third part named in said deed did on the thirtieth day of July eighteen hundred and Sixty Eight at the Court house door in the town of Hillsboro in the County of Jefferson Missouri proceed to sell said property at public Vendue to the highest bidder for Cash first giving days public Notice of the time terms and place of said Sale and of the property to be sold, by advertisement published in the Jefferson County Leader a newspaper printed in the County of Jefferson a Copy of which with the affidavit of the printer thereof proving its publication is hereto annexed and made part of this Deed, at which time and place the said party of the first part was the highest bidder at the price and sum of One hundred Dollars and the same was struck off to him accordingly. Now Therefore in Consideration of the premises and the said sum of One hundred Dollars and the same was and the said sum of One hundred Dollars to him paid by the said party of the second part the receipt of which is hereby acknowledged, the said party of the

of the first part here sell Grant & Convey to  
the said party of the second all the right title  
and interest Estate Claim and demand of  
in and to the above described property, which  
was vested in him by the above recited deed  
To have and to Hold the same with all the rights  
immunities privileges and appurtenances there-  
unto belonging unto the said party of the second  
part his heirs and assigns forever. In Witness  
Whereof the said party of the first part has  
herewith set his hand and seal the day and  
year first above written ("Stamp Canceled")  
Executed in the presence of Valentine <sup>his</sup> Light <sup>(Seal)</sup>  
Bernhard. & Steinberg.  
<sub>mark</sub>

State of Wisconsin,  
County of Jefferson. ss Be it Remembered that on this  
thirtieth day of July Eighteen hundred and Sixty  
eight before me the undersigned Clerk of the  
Circuit Court of the County of Jefferson, came  
Valentine Light who is personally known to me  
to be the same person whose name is subscribed  
to the foregoing instrument of writing as party  
thereto, and he acknowledged the same to be his act and  
deed for the purposes therein mentioned In Testimony  
whereof, I here set my hand and affix the seal of said Court  
Atw last aforesaid

Elias J. Henry Clerk,

## Trust Sale,

Whereas Henry Grese and Charlotte his wife by their certain deed of trust dated July 31<sup>st</sup> 1886 and recorded in the recorder's office of Jefferson County Missouri in Book R, page 431 conveyed to the undersigned as trustee the following described tract of land situate in the County of Jefferson and State of Missouri, to wit The East half of lot Number 1 of the North West quarter, Sec No. 2 in Township 42 of Range 4 E, containing 40 acres, also a tract of land purchased of the Pacific Rail Road Co, described as follows, being situate in the County of Jefferson Mo to wit the E 1/2 of lot No. 2 of the N. W. qr of the 20<sup>th</sup> of lot No. 1 of the N. E. qr of Sec 2 Township 42 N of Range 4 East, of the 5<sup>th</sup> P. M., containing 80<sup>35</sup>/<sub>100</sub> Acres in trust however to secure the payment of a certain promissory negotiable note in said deed more fully described and whereas default has been made in the payment of said note, the same remaining wholly unpaid and whereas the said Henry Grese has since departed this life, and more than nine months have elapsed since, now therefore in compliance with the provisions contained in said deed of trust and at the request of the legal holder of said note public notice hereby given that the undersigned trustee will on the 13<sup>th</sup> day of July 1888 at the Court house door in the town of Hillsboro in the Co

of Jefferson State of Missouri between the hours  
of 9 O'clock in the forenoon and 5 O'clock  
of the afternoon of that day proceed to sell the above  
described Real Estate in order to satisfy the debt  
by said deed of Trust, together with the costs and  
expenses of executing this Trust

Valentine Ligher Trustee,

State of Missouri

County of Jefferson

Be it remembered that  
on this 13<sup>th</sup> day of July 1868 before me the un-  
designated Clerk of the Co. Court of Jefferson County  
came Charles D. Rippy who being by me duly sworn  
says that the annexed advertisement was published  
in the Jefferson County Leader, a newspaper printed  
and published in the Town of Hillsboro in said  
County of which he is printer for some times the  
first insertion being the 19<sup>th</sup> day of June 1868  
and the last on the 10<sup>th</sup> day of July 1868  
as follows to wit

In No. 25 June 19<sup>th</sup> 1868 In No. 26 June 26<sup>th</sup> 1868  
" " 27 July 3<sup>rd</sup> 1868 " " 28 July 10<sup>th</sup> 1868

" " 186 " " 186  
Signed and subscribed

C. D. Rippy

before me this 13<sup>th</sup> day of July

1868

R. M. Mullin Esq. J. C. Court

Printers fee

12, 00

affs

50

Read

2, 50

Filed & Recorded July 13<sup>th</sup> 1868

Edw. P. Keeney Recorder

(4)

State of Missouri }  
County of Jefferson } ss

In the Jefferson Circuit  
Court of Missouri

Be it Remembered that at  
the Circuit Court of the County and State aforesaid  
Remembered Term 1867. Tuesday Nov. 12<sup>th</sup> 1867  
~~that~~ Among other things the following proceedings  
were had to wit

Leave to  
file ans.

Elias Heames }  
Fred<sup>rs</sup> Beck } Leave granted to file answer thirty  
days before next term and continued,

Ans.

Which answer is in words and figures as  
follows to wit,

Elias Heames Plaf. } In the Circuit Court of Jeff  
Frederick<sup>rs</sup> Beck, deft } Term Court Mo Nov. Term 1867

Now on this day comes defend-  
dant and by leave of the Court files the following  
answer to the petition of the plaintiff in the above  
case defendant admits that on the 22 day  
of October 1866 he executed and delivered to plain-  
tiff a deed wherein he conveyed to him the  
lands described in plaintiffs petition  
and that the purchase money for said land  
was twelve Hundred and fifty Dollars  
but defendant denies that the special

convent for himself his heirs, executors  
and administrators to and with the  
plaintiffs to warrant the title to said  
Land and every part thereof to the  
plaintiffs against the lawful  
Claims of all persons whatsoever  
Defendant further says that  
he has no knowledge or information  
sufficient to form a belief whether at  
the time of the delivery of the deed aforesaid  
there was a deed of trust in that part of  
the Land conveyed which is described  
in plaintiffs petition Given by Henry  
Greiser (the original owner of said Land)  
to John H. Neimeyer as trustee to secure  
the payment of a promissory note  
of four hundred Dollars to Christopher  
Lut Kamp, dated the 14 day of Dec  
1838. Defendant further says that he has  
no knowledge or information sufficient  
to form a belief that on the day of  
1867 the forty acres on which  
plaintiff says the deed of trust was made  
were sold at public sale by said trustee by virtue  
of the powers given him, under said deed of  
trust and bought by  
and that such purchaser received a deed  
from said trustee for the same and

defendant denies that such purchaser  
if the same was holds the legal  
title to said forty acres Defendant  
also denies that the forty acres which  
plaintiff alleges to have been sold were  
worth at the time the due was due  
to plaintiff six hundred Dollars  
in proportion to the price given  
by plaintiff for the whole of the  
land conveyed. Defendant denies that  
on the first day of September, 1867 plaintiff  
gave notice to him of the failure of the title to  
said forty acres and demanded of him  
the sum of Four hundred Dollars the  
purchase money of said forty acres  
and 6 % interest thereon

Henry F. Shlens

Attorney for Defendant

Entered filed July 24 1868.

Eliza B. Conner Clerk,

State of Missouri } Rich Jeff. Lewis  
County of Jefferson } Clerk May Term  
1868.

Be it Remembered that on the 20<sup>th</sup> day  
of May 1868. in the Circuit Court of  
Jefferson County the following money  
with proceedings of that day the following  
Remains of Record was how to wit,

Antimony

Elias Hamess } This leave continued by  
Fred Beck } Censor of printers,

State of Missouri, In the Circuit Court of Jefferson  
County of Jefferson, } County Missouri, May Term  
1869,

Be it Remembered that in the Circuit Court  
of the County and State aforesaid at the term aforesaid  
on the 15<sup>th</sup> day of May 1869,

That of the proceedings  
of that day the following Remains of Remem-  
ber had to wit

Elias Hamess } an Warranty,  
Fred W Beck } Now at this day Complainant  
Plaintiff by his attorney, and the said  
defendant Being three times solemnly called  
Comes not, though duly served with process  
but makes default, neither has he answered  
the petition of the plaintiff whereby the same  
Remains wholly undefended it is ordered by  
the Court that the default herein be entered  
and the Court proceeding to try the cause upon  
the petition and evidence of the plaintiff doth  
find that said defendant is indebted to  
said plaintiff in the sum of Four hundred  
and fifty Dollars for his debt &  
damages it is therefore recommended  
by the Court, that said plaintiff

(6)

I have and Receiver of and from  
said defendant. the fines and sum of  
Four hundred and fifty Dollars  
the amount so found by the Court, as  
a fine and with interest from date,  
of Judgment at the rate of six per  
cent per annum and also  
his proper costs and charges  
herein laid out and expended  
and have execution therefor  
State of Missouri

County of Jefferson, }  
}

I Elias P. Honey Clerk  
of the Circuit Court within and for the  
County of Jefferson State of Missouri  
hereby certify that, that the foregoing contains  
a full and complete transcript of  
the proceedings files and Records  
as the same Remains of Record and  
on file in my office, in the abovesaid  
said Cause

In Testimony Whereof, I have  
hereunto set my hand and affixed  
the seal of said Court, this the 7<sup>th</sup>  
day of August A D 1869.

Elias P. Honey Clerk Ch.  
By L. A. Alford Deputy,

~~27663~~  
27663

Miss Harriet

24,

Good Luck

Stamonts

Feb. 28. 15-