

Civil case of Martha & John Crow vs Daniel Mills, et al

Daniel B. Mills	Gives promissory note to Martha Brelsford, secured by mortgage	March 20, 1869
Martha Brelsford	Gives mortgage to Daniel Mills for promissory note	
Isaac Kiser	Notary Public	
Martha Crow	Plaintiff; nee Martha Brelsford	Feb. Term 1874
John Crow	Plaintiff; husband of Martha Crow	
Daniel B. Mills	Defendant	
Jacob Gray	Defendant	
William Laughery	Defendant	
William Holmes	Defendant	
Samuel Laughery	Defendant	
John Glass	Defendant	
Martha (Brelsford) Crow	Complains of non-payment of promissory note; demands foreclosure	
Studabaker & Quinn	Attorneys for plaintiff	
Daniel B. Mills	Summoned to answer to Martha Crow - judgment & foreclosure	Feb. 5, 1874
Jacob Gray	Summoned to answer to Martha Crow - judgment & foreclosure	
A. J. Hill	Clerk	
A. J. Hill	Clerk; publish notice to non-residents	Feb. 5, 1874
Martha A. Crow	Plaintiff; complaint for foreclosure	
John Crow	Plaintiff	
Daniel B. Mills	Defendant	
Jacob Gray	Defendant	
William Laughery	Defendant; non-resident of Indiana	
William Holmes	Defendant; non-resident of Indiana	
Samuel Laughery	Defendant; non-resident of Indiana	
John Glass	Defendant; non-resident of Indiana	
Jacob Gray	Summoned to answer to Martha Crow - judgment & foreclosure	Feb. 22, 1874
A. J. Hill	Clerk	

Ret ~~125~~ - 102- (30)

No. 194 (Civic)

ADAMS CIRCUIT COURT.

Martha A. Cron

John Cron

VS.

Daniel B. Miller

et al

San Feb 24/74

Foreclosure

Filed

February 5

1874,

A. H. Rice

Clerk.

By

Caldwell

Deputy.

Shoemaker & Son

Attorneys.

Know all Men, THAT Daniel B. Mills

of the County of Miami and State of Ohio in
consideration of the sum of Five hundred & Sixty Dollars,
to him paid by Martha Brelsford of the
County and State aforesaid the receipt
whereof is hereby acknowledged, doth hereby Grant, Bargain, Sell and Convey to the
said Martha Brelsford her

heirs and assigns forever,
the following Real Estate, situate in the County of Adams in the
State of Indiana in the
and Bounded and Described as follows, to-wit:

Being the North half
of the south west quarter of section
number twelve (12) in township number
twenty six (26) North of Range number
fourteen East containing eighty Acres
More or less.

TOGETHER with all the privileges and appurtenances to the same belonging:
To have and to hold the same to the said Martha Brelsford
her

heirs and assigns forever. And the said Daniel B. Mills

for himself and his heirs doth HEREBY COVENANT with
said Martha Brelsford her

heirs and assigns that he is lawfully seized of the
premises aforesaid, that the said premises are Free and Clear from all Incumbrances whatever,
and that he will forever **WARRANT AND DEFEND** the same, with the
Appurtenances, unto the said Martha Brelsford her

heirs or assigns, against the lawful claims of all persons whomsoever.

Provided Always, and these Presents are upon this Condition, That whereas the said
Daniel B. Mills, hath
extended to the said Martha Brelsford
his promissory note of even date herewith for the payment
of the following sum of money, at the time following, to-wit:
Five hundred & Sixty Dollars on the
twentieth day of March 1870

and if the said Daniel B. Mills shall pay said
sum of money to the said Martha Brelsford
or her assigns when the same becomes due, with-
the interest, then these presents to be void, otherwise to be and remain in full force.

In Witness Whereof, The said Daniel B. Mills

who hereby relinquish Right of Power in the premises, hath hereunto set his
hand and seal, this twentieth day of March in the year eighteen
hundred and sixty & six

Signed, Sealed and Delivered in presence of

Isaac Kizer

Daniel Kizer

Daniel B. Mills, Seal



State of Ohio

ss.

Miami County.

Be it Remembered, That on this 20th day of March in the year
of our Lord one thousand eight hundred and sixty & six before me, the subscriber,
a Notary Public in and for said County, personally came
Daniel B. Mills

the Grantor in the above conveyance, and acknowledged the signing and sealing the same
to be his voluntary act and deed for the uses and purposes therein mentioned. And
the said

being at the same time examined by me separately and apart from said husband
and the contents of said instrument being by me made known and explained to then
declared that did voluntarily sign, seal and acknowledge the same, and that
will satisfy therewith.

In Testimony Whereof, I have hereunto subscribed my name and affixed
my Notarial seal on the day and year last aforesaid.

Isaac Kizer Notary Public
for the County aforesaid

\$ 560.00

On the twentieth day of
March 1870 I promise to pay
Martha Brelsford or assigns five
hundred and sixty Dollars for
value received & secured by Mortgage
March 20th 1869

twelve

Daniel B Mills,

12th per Cent interest from date 1870

THE STATE OF INDIANA, }
Adams County, } SS:

Personally appeared before me the undersigned, who
oath, says that he is one of the Printers of the **Decatur**
paper of general circulation, printed and published at
of Adams, and that the annexed and foregoing Notice
Newspaper *four* consecutive weeks, on the 13

(21) on the 6. of March all in

Printer's Fee, \$ *10.50*

Clerk's Fee, \$ *2.50*

Subscribed and sworn to before me this *11* day

James M.

E. A. Huffman depy

Notice To Non Residents.

The State of Indiana, }
Adams County, } Ss.
In the Adams Circuit Court of Adams
County, May Term, 1874.

Martha A. Crow,
John Crow,

VS

Daniel B. Mills,
Jacob Gray,
William Laughery,
William Holmes,
Samuel Laughery,
John Glass.

Foreclosure.

It appearing from affidavit filed in the above entitled cause that William Holmes, William Laughery, Samuel Laughery and John Glass, four of the above named defendants are non-residents of the State of Indiana.

Notice is therefore hereby given the said William Holmes, William Laughery, Samuel Laughery and John Glass that they be and appear before the Hon Judge of the Adams Circuit Court of Adams County, Indiana, on the first day of the next regular term thereof, to be holden at the Court House in the town of Decatur, commencing on Monday the 18 day of May A. D. 1874 and plead by answer or demur to said complaint, or the same will be heard and determined in their absence.

Witness my name and the seal of said Court hereto affixed this, the 5 day of February, A. D. 1874.

10.50
Feb. 13, 1874. A. J. HILL, Clerk.
E. A. Huffman, Dep'y

State of Indiana, in the Adams Circuit
Adams County, 4th Court Feb, Term 1874
Martha A. Lerou
John Lerou

^{vs}
Daniel B. Mills
~~Said Defendants~~
Jacob Gray
William Holmes
William Laugherty
Samuel H. Laugherty
and John Glass.

Complaint to
enclose mortgage
\$200.

Martha A. Lerou and
John Lerou her husband plaintiffs in
this action complain of Daniel B. Mills ~~Said~~
~~Defendants~~ Jacob Gray, William Holmes
William Laugherty, Samuel H. Laugherty
and John Glass the defendants and says
that heretofore to wit: on the 20th day of
March in the year 1869 the defendant
Daniel B. Mills executed and delivered
to the plaintiff ^{Martha A. Lerou} by name of Martha A.
Brelsford a certain mortgage con-
veying to the said plaintiff Martha
A. Lerou nee Brelsford the tract of
land therein described to secure the
payment of a ~~cert~~ debt evidenced by
a promissory note calling for Five
Hundred and sixty Dollars dated March
20th 1869 due 20th day of March 1870
with 6 per cent interest from said
last mentioned date which said mor-

gag was duly recorded in the Recording Office of said Adams
County on 28 April 1869 in ^{map for record} Record Book "7" on page 20
of the records of said Adams County.

That said mortgage and a copy
of said note are filed herewith
and made a part of this complaint
That said note is due and unpaid
to the ^{said} plaintiffs damage Seven
Hundred Dollars

That the said John Brown is the
husband of the said Martha A. and is
joined with her in this action as
such only the said John having
no interest in the said note or
mortgage, That the said John Brown
was married to the said Martha A.
since the execution of said note and
mortgage and that the said Martha
A. has at all times held the
note and mortgage as her own
separate property, That the said
~~John Brown~~ John Gray, William Holmes William
Laugherty, Samuel Laugherty and John
Hess have or claim to have some
interest in the mortgage premises
the precise nature of which the
plaintiff is not informed,
Wherefore the plaintiffs ask that
said defendants be summoned
to appear and answer in this
action as to their interest in
said mortgage premises.

And the plaintiffs ask and de-
mand judgment against the
said Daniel B. Mills in the sum

Seven Hundred Dollars
and for ~~and~~ that said Mortgage
be foreclosed as against all
the defendants And the sale of
said Mortgage premises or so
much thereof as may be found
necessary to pay said debt
And for such other justice and
general relief as may be just
and proper *Submitted & Given*
Atty for Plf.

Copy of note mentioned in Complaint:-
\$560⁰⁰ On the twentieth day of March
1870 I promise to pay Martha Brebeford
or assigns Five Hundred and Sixty
Dollars for value received and Secured
by Mortgage -
March 20th 1869 Daniel B Mills
^{twelve}
10 per cent interest from date 1870

State of Indiana
Adams County, John P. Dunn being sworn
upon his oath says Jacob Gray
William Holmes William Laugherty
Samuel Laugherty and John Glass
are all nonresidents of the
State of Indiana and necessary
parties to this action as the