

To Right and to Hold said premises, with all the privileges and appurtenances thereto belonging, to the said *Samuel Brown*

his heirs and assigns forever.

And the said *Samuel B. Mills*

do hereby Covenant with the said *Samuel Brown* his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoever, and that he will forever Warrant and Defend the same, with the appurtenances, unto the said *Samuel Brown* his

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

Provided Always, and these Presents are upon this condition, that if the said

*Samuel B. Mills* or *Eliza Mills*

shall pay, or cause to be paid, unto the said *John Dukeman* or his heirs or assigns the sum of five hundred and seventy five Dollars or a like sum <sup>Jan 14 30 1869</sup> ~~the~~ <sup>the</sup> said *Samuel Brown* harmless as security, for said sum on a certain promissory note made by said *Eliza* & *Samuel B. Mills* and signed by said *Samuel Brown* as security and payable to the order of said *John Dukeman*, and dated December 11 1868 payable one year after date.

Then these Presents shall be void, otherwise to be and remain in full force and virtue.

In Witness Whereof, the said *Samuel B. Mills*

do hereby relinquish right of dower in the premises, his heirs and assigns, his hand and seal this 7<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and *Sixty nine*

Executed in the Presence of

*W. J. Robt*  
*John C. Long*

*Samuel B. Mills*

State of *Ohio* }  
*Marion* County. }

Be it Remembered, That on this 7<sup>th</sup> day of June A. D. 1869, before me, the subscriber, a Notary Public in and for said County, personally came the above-named *Samuel B. Mills*

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

being at the same time accompanied by me separate and apart from said husband, and the contents of said Instrument being by me made known and explained to that he did voluntarily sign, seal and acknowledge the same, and that he was satisfied therewith.

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

*W. J. Robt*  
*Notary Public*



\$575.

Hatche Dec 14th

1868

One year

after date we promise to pay

the order of

I Luskeminia or order

five hundred & seventy five Dollars

Value Received, without any relief from Valuation or Appraisement Laws.

No. 147

Due

David Mills, Mgr.

Registered

W. W. ...

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

Personally appeared before me the undersigned, who being  
 oath, says that he is one of the Printers of the **Decatur Eagle**  
 paper of general circulation, printed and published at Decatur  
 of Adams, and that the annexed and foregoing Notice was  
 Newspaper for consecutive weeks, on the 23<sup>rd</sup>  
 and the 6<sup>th</sup> & 13<sup>th</sup> of July all in the

Printer's Fee, \$ 10.50

Clerk's Fee, \$ 2.50

Subscribed and sworn to before me this 11 day of

James M. Hill  
 a Justice  
 E. A. Huffman  
 Clerk.

**Notice to Non-Residents.**  
 The State of Indiana. }  
 Adams county, } ss.  
 In the Adams Circuit Court May Term,  
 1874.  
 Isaac Dukemineer }  
 Vs }  
 Daniel B. Mills, Elias }  
 Mills, Jacob Gray, } Foreclosure.  
 William Holmes. }  
 William Laugherty, }  
 Samuel Lauherty, and }  
 John Glass. }

It appearing from affidavit filed in the above entitled cause that Elias Mills, Jacob Gray, William Holmes, William Laugherty, Samuel M. Laugherty, and John Glass, six of the above named defendants are non-residents of the State of Indiana.

Notice is therefore given the said Elias Miller, Jacob Gray, William Holmes, William Laugherty, Samuel M. Laugherty and John Glass, that they be and appear before the Honorable Judge of the Adams Circuit Court, 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 18th 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 hereunto affixed, this, the 24th day of January, A. D. 1874.

11050 A. J. HILL, Clerk.  
 Jan. 20, 1874. E. A. Huffman, Dep'y.

Isaac Dukeminore

vs

Daniel B Mills

Comes

Now the plaintiff avers  
Demands to ~~the Defendants~~  
~~on~~ all the answers of the  
Defendants except that  
of Mills and for cause  
of Demore says that  
said answer so far as  
the other defendant than  
Mills is ~~contested and~~  
said and on fourth par  
do not state facts suff  
cient to constitute a defence

Shiaubert Quinn  
Atty for D

# THE STATE OF INDIANA,

TO THE SHERIFF OF ADAMS COUNTY, GREETING:

We Command you to Summon

*Daniel B. Mills, Elias Mills,  
Jacob Gray, William Walms, William Laugherty,  
Samuel Laugherty, John Glass*

*if they be found in your bailiwick, personally to appear before the Honorable  
Judge of the Adams Circuit Court, on the second day of the next Term thereof, to  
be holden at the Court House, in Decatur, on the 4<sup>th</sup> Monday of  
February, 1879, then and there to answer the complaint of  
Isaac Dukeminier for \$800.00  
Damages on note & Foreclosure*

*and of this Writ make due service and return.*

Witness, The Clerk of said Court, and the seal thereof hereto affixed,  
at the Court House, in Decatur, this 6<sup>th</sup> day  
of December, 1879.

*A. Mill*, Clerk.  
*E. A.uffman*

## THE STATE OF INDIANA,

TO THE SHERIFF OF ADAMS COUNTY, GREETING:

We Command you to Summon

*Jacob Gray*

if he be found in your bailiwick, personally to appear before the Honorable  
Judge of the Adams Circuit Court, on the second day of the next Term thereof, to  
be holden at the Court House, in Decatur, on the 3<sup>rd</sup> Monday of  
May, 1874, then and there to answer the complaint of  
*John Dukemier*

and of this Writ make due service and return.

Witness, The Clerk of said Court, and the seal thereof hereto affixed,  
at the Court House, in Decatur, this 22 day  
of February, 1874.

*A. Hill*, Clerk.

Duke's name

no

skills etc

Pliffs Evidence

Note offered in Evidence

obj's - are ruled - Note

read in evidence

Moatye offered in evidence - obj's

are ruled - Moatye Read -

David B. Mills - I executed the mortgage, here shown & the note also - I was principal in the note & the mortgage was executed to secure this note - I borrowed the money of Isaac Duke's name -

I sold the land to the debt - Guy - who was to pay off this note as a part of the purchase money - I gave the mortgage to Brown to secure him in case I should fail to pay the debt to Duke's name - for which Brown was security for me - Brown transferred the mortgage to Duke's name & had his name erased from the note -

Ex - I gave this note to Isaac Duke's name for money borrowed of him by me - I gave the mortgage to Brown to secure him from any loss that he might suffer from payment of the note. Brown has not paid

The debt - now has been <sup>been</sup> secured for it -  
When I executed the mortgage Beaman  
was good, but he afterwards failed & is  
now insolvent - I do not know the  
date of the transfer of the mortgage.  
I do not know whether the mortgage  
was assigned before or after the failure  
of Beaman, Beaman failed some 2 or 3  
years ago & about a year ago he  
was reputed to be insolvent - I have  
no means except the land with  
which to pay the debt. Elias Mills  
is insolvent.

From Duke's man - Beaman assigned  
the mortgage to me before he failed.  
He may or may not be insolvent  
at this time - When I took the  
mortgage from Beaman - it was  
with the agreement that Beaman should  
be released from the note -

Daniel B. Mills assented to the arrange-  
ment - & he has several times agreed to  
pay it off - Since Mills sold the  
land to Gray - he (Mills) told  
me that he had sold the land to  
Gray - and Gray was to pay off  
the note in suit - I afterwards saw  
Gray & he told me that he was  
to pay the note & he understood