

## Civil Case: William C. Gormley vs Mathew & Phoebe Ericson

| Name in Record           | Reason for Being in Record                                       | Date of Record |
|--------------------------|--|----------------|
| Mathew & Phoebe Ericson  | Gave promissory notes to William Gormley for 800.00 for mortgage | July 29, 1852  |
| Aaron More               | Justice of Peace   |                |
| Mathew Erickson          | Summoned to answer to William Gormley complaint of foreclosure   | July 5, 1853   |
| Samuel L. Rugg           | Clerk  |                |
| J. Donahue               | Deputy   |                |
| Matthew & Phebe Erickson | Summoned to answer to William Gormley complaint of foreclosure   | Aug. 1, 1853   |
| Samuel L. Rugg           | Clerk  |                |
| James W. Donahue         | Deputy   |                |
| William C. Gormly        | Plaintiff - foreclosure of mortgage                              | Nov. Term 1853 |
| Mathew & Phebe Ericson   | Defendants   |                |
| William C. Gormly        | Complaint of non-payment of notes                                |                |
| William C. Gormly        | Request judgment of 900.00 & foreclosure & sale of property      |                |
| David Studabaker         | Attorney for Plaintiff   |                |
| David McDonald           | Sheriff: Notice of sale of said land of William Gormley          | Dec. 26, 1853  |
| Andrew Scoles            | Appraised said property of William Gormley                       | Dec. 28, 1853  |
| Frederick Guttsett       | Appraised said property of William Gormley                       |                |
| D. McDonald              | Sheriff  |                |

Roll no 40 (78)

William B Gormley

vs

Mathew Ericson

Phoebe Erison

1853

By 14.





Exhibit (A)

\$100.00 as soon practicable within six months after date I promise to pay to W.C. Shornby or order the sum of one hundred dollars in sawing for value received this the twenty ninth day of July 1852. signed Matthew Erickson <sup>his mark</sup>

Exhibit (B)

\$100.00 Three years after date I promise to pay to W.C. Shornby or order the sum of one hundred dollars with interest annually from this date for value received this twenty ninth day of July 1852. signed Matthew Erickson <sup>his mark</sup>

Exhibit (C)

\$100.00 on or before the 1<sup>st</sup> day of June next I promise to pay to W.C. Shornby or order the sum of one hundred dollars with interest from this date for value received this twenty ninth day of July 1852. signed Matthew Erickson <sup>his mark</sup>

The defendant will take notice the foregoing is a copy of the three several promissory notes mentioned in said complaint which will be offered in evidence

I Stenabaker

Att'y Compton

Sheriff Sale Sale

By virtue of a <sup>County</sup> writ of Execution issued out of the Clerk's office at the Adams <sup>County</sup> Court of Common Pleas and. To me directed and delivered I have this day

seized upon and will expose to public sale at the <sup>County</sup> Court house door in the Town of Decatur

in Adams County Indiana on the 21<sup>st</sup> day of January A.D. 1854 Between the hours of ten

o'clock and 16 and four o'clock P.M. of said day the following Real estate so <sup>the</sup>

described as follows to the Commencing at the South West Corner of the East half of

the South West <sup>quarter</sup> section twenty in Township twenty five N. R. 10th of Range fifteen E.

East Running East Twenty poles thence

North twenty four poles so as to contain three <sup>acres and 60</sup> poles

Said corner of said land or lot which was designated in said mortgage which land is in Adams

County Indiana. I will then and there first offer the rents and profits of said

land for seven years with then and there be offered for sale and on failure

of said rents and profits selling for a sufficient sum to satisfy said execution

I will offer the fee simple of said premises for sale taken as the property Matthew

Erickson to satisfy said execution in favor of William C. Shornby this 26 day

of December A.D. 1853

David H. McDonald

Sheriff & Co

The State of Indiana,  
To the Sheriff of Adams  
County.

You are hereby commanded to  
summons Matthew Eric <sup>Phely Melrose</sup>son to be and  
appear in the Court of Common Pleas of  
Adams County on the first day of the next  
term thereof to answer the Complaint of  
William G. Hornly and return this summons  
on the first day of the next term.

Witness the Clerk and seal of  
the Court this first day of  
August A. D. 1853

Samuel L. Rugg Clerk  
By James W. Donahoe  
Deput.

State of Indiana. To the Sheriff of  
Adams County: You are hereby commanded  
to summons Matthew Ericson to appear  
in the Court of Common Pleas of Adams  
County on the first day of the next term  
thereof to answer the complaint of  
William Hornly in a foreclosure  
of Mortgage. Damages \$16.00 and of this  
summons make due return.

Witness the Clerk and  
seal of the Court this  
5<sup>th</sup> day of July 1853.

Samuel L. Rugg  
Clerk

By J. W. Donahoe  
Deput.

State of Indiana in the court of common  
Adams County & Clerk of Adams County  
November Term A.D. 1853.

William C. Gormly  
vs  
Matthew Ericson of Mortgage  
Phebe Ericson

William C. Gormly Plaintiff  
in this suit complains of Matthew  
Ericson and Phebe Ericson wife  
of the said Matthew Ericson defendants  
in this suit and says that heretofore  
to wit on the 29<sup>th</sup> day of July in  
in the year A.D. 1852 the said  
defendants were indebted to the  
Plaintiff in the sum of eight hundred  
dollars evidenced by the several  
promissory notes signed by Matthew  
Ericson one of said defendants a  
copy of each of said notes is herewith  
filed marked exhibits "A" "B" "C" and  
the said defendants on the day and year  
afore said to secure the payment  
of said notes executed a mortgage  
under their hands and seals marked  
exhibit for the following described  
tract of land to wit: commencing at  
the south west corner of the East half  
of the south west quarter of section  
twenty in Township Twenty six north



of Range fifteen East Running East  
Twenty ~~four~~ poles - Thence North Twenty  
four poles so as to contain three acres  
in said corner of said land or lot -  
which said Mortgage at the time of  
taking the acknowledgment thereof before  
me John More who was then acting as Justice  
of the Peace in said County was by the  
mistake and inadvertence of said Mort  
date on the nineteenth day of July in  
in the year A.D. 1852 when it was the  
intention of the Plaintiff and the said  
defendant both to have the said  
Mortgage dated on the 29<sup>th</sup> day of  
July in the year 1852 which was the  
actual day on which said mortgage  
was executed and the said mortgage  
was afterwards recorded in the  
recorders office in said Adams County  
and is herewith filed and incorporated  
made a part of this complaint marked  
exhibit "D" and the Plaintiff further  
says that the sums of money mentioned  
in the notes a copy of which is filed  
marked A & C have long since been  
due and that there remains one  
years interest due on the note a  
copy of which is filed marked  
"B" and that the sums of money  
mentioned in said notes

with interest thereon remain  
wholly unpaid yet the Plaintiff  
has often requested the <sup>defendant to</sup> ~~Plaintiff~~  
to pay the same since they  
were due and payable as aforesaid  
and the Plaintiff states that no proceedings have been had of law for the  
sale of said property. Therefore the Plaintiff  
Prays judgement for nine  
hundred dollars and the  
foreclosure of said mortgage  
and the sale of the property  
mentioned therein or so  
much thereof as may be  
necessary to pay his debt  
with interest thereon and  
for other proper relief--

Davida Shuckaker

Att'y for Plaintiff



State of  
Indiana

We undersigned have holders  
of Blackick Town Ship in said County of  
Adams having Been sold on by said Donald  
Sheriff of said County to appraise the following  
property to wit ~~Said~~ <sup>the</sup> west corner of the east half  
of the South West quarter of Section 21 in Town Ship  
12<sup>th</sup> North of Range fifteen East Running  
East 20 pole So as to Contain 3 acres more  
or less in Adams County We the Appraisers having  
Been sold on by the Sheriff said Donald  
and have Exammed - Said property and done appraise  
the same ~~at~~ <sup>for</sup> \$1200.00 ~~one thousand~~ <sup>two hundred</sup> Dollars  
and like wise due appraise the Rents and profits for  
Seven years each year by its Self at \$20 Dollars  
three dollars per year

We the appraisers do solemnly Swear that <sup>the</sup> property  
mention above is to the Best of our judgment  
Worth <sup>three dollars</sup> ~~three~~ and the Rents and profits is Worth  
per year <sup>three dollars</sup> ~~three~~ for seven years to come <sup>20.00</sup>  
Specified and Set down in the Above Schedule  
the Same being a fair value that off Sworn and  
Subscribed Before me this December 23 1853

Signed in my  
presence  
D. Donald  
Thos

Fredrick Outcalt

Andrew Scoles