

Civil case of Henry Herrman vs Caleb & Eliza Plumb

C. T. Plumb	Gave promissory note to Henry Herrman for 150.00; due 4 months	Nov. 12, 1847
Henry Herrman	Received promissory note from C. J. Plumb	
Henry Herrman	Gave mortgage to Plumbs for promissory note	
C. T. Plumb	Received credit for 63.00 towards note owed to Henry Herman	April 18, 1848
C. T. Plumb	Received credit for 38.00 towards note owed to Henry Herman	June 20, 1848
Henry Herrman	Plaintiff; complaint for non-payment on note	March 21, 1850
Caleb Plumb	Defendant; non-resident of Indiana	
Caleb Plumb	Is in custody; agrees to debt and judgment is made	March 21, 1850
John Folherth	Justice of Peace; submit transcript from his docket and oath	Sept. 30, 1850
Wm. D. McKinney	Clerk of Montgomery County, Ohio;	March 3, 1853
Wm. D. McKinney	Acknowledges John Folherth as JP of Montgomery County, Ohio	
Caleb & Eliza Plumb	Summoned to answer to Henry Herman complaint on note	March 23, 1853
Samuel L. Rugg	Clerk	
Henry Herrman	Complaint; Debt still unpaid; request sale of land to repay debt	May Term 1853
David Studabaker	Attorney for Plaintiff	

Roll No 36

(105)

Henry Herrman
as per enclosure

Caleb Plumb

Eliza Plumb

1853

Page 16.

State of Indiana

To the Sheriff of Jay
County Greeting

You are hereby commanded
to summons Caleb Plumb and Eliza Plumb
to appear before the Judge of the Court of Common
Pleas of Adams County on the first day of the
next term to be holden at the court house in
said County on the second day of May
next then & there to answer to a bill in
chancery pending in said court against
them and exhibited therein by Harvey
Herrman as complainant

And have you then & there this writ
Witness my hand and the Seal
of said Court this 13th day
of March A.D. 1853.

Samuel L. Rugg
Clerk

Four months after date I promise to pay to
Henry Herrman or order one hundred and fifty
dollars with interest.

For value received this 13th day of November 1847.
C. Plumb

\$150

Henry Herrman

VS

Eschler J. Blumberg

Plffs. Costs - Justice.

Affidavit

Capias

Judgment

Satisfaction

Constable S. S. Sage

Serving capias

Mileage

Extra Service

Debt brought to recover on a promissory note dated 12, November 1847 for \$150.00 with interest in 4 months - Executed thereon for \$62.00 April 18, 1848, and \$25.00 June 20, 1848.

March 21, 1850. State filed with affidavit that defendant justly owes plaintiff \$59.26, and that said defendant is not a citizen or resident of this state, whereupon a capias issued and

was delivered to S. S. Sage constable -

March 21, 1850. Capias returned with the defendant in custody who confessed the debt herein and thereupon judgment is rendered that the plaintiff recover of the defendant the sum of fifty nine dollars and twenty six cents debt and his costs hereinafter at one dollar and fifteen cents, \$59.26

Costs paid by defendant \$1.15

The State of Ohio, Montgomery County Dayton Township 22.

I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause.

Given under my hand this 30th day of September A. D. 1850.

John Solterth Justice of the Peace.
in and for said Township.

This transfer to 3 1/4 D

THE STATE OF OHIO, MONTGOMERY COUNTY, SS.

I, Wm. J. McKinney, Clerk of the Court of Common Pleas, of said County,

do hereby certify that John Solterth before whom the foregoing

Manuscript

hereto attached

appears to have been taken and acknowledged was, at the time of subscribing the same, and now is, AN ACTING JUSTICE OF THE PEACE in and for said County, duly commissioned and qualified, and that full faith and credit are due to all his official acts as such.

In witness whereof, I, the said Clerk, have hereto set my hand and affixed the seal of said Court, at Dayton in said County, this 3rd day of March A. D. 1853

Wm. J. McKinney
By J. W. McKinney Clerk.



Printed at the Western Empire Office, Dayton, O.

KNOW ALL MEN BY THESE PRESENTS,

That Caleb J. Blum and Eliza his wife
of the County of Miami and State of Ohio in consideration
of the sum of Three hundred one hundred and 75 Dollars, in hand paid by
Henry Herriman of Montgomery county in the same State
have **BARGAINED AND SOLD**, and do hereby
GRANT, BARGAIN, SELL, AND CONVEY, unto the said Henry
Herriman and his heirs and assigns forever,
the following premises, situate in the County of Franklin in the State of Indiana
and in the _____ and bounded and described as follows: Being part of Section
Thirty three in Township Twenty five North of range fifteen
East, beginning at the South East corner of land recently sold
to Frederick Wilson by Sherburne et. al and running
West sixty three and thirty five hundredths poles to the
South West corner of said Wilson's land, thence South two
hundred seventeen and five hundredths poles to the county
line to a stake, thence East on said county line thirty eight
poles and seventy five hundredths to a quarter stake on
said line, thence North seventy nine hundredths to a stake
on the corner of land owned by Samuel Hall, thence East
twenty four poles and six hundredths to a stake on the
South West corner of Sophronia Lewis' land, thence North
on said line one hundred and thirty eight poles and five
hundredths poles to the place of beginning, containing seventy
three acres and twenty three hundredths be the same more
or less.

To Have and to Hold said premises, with the appurtenances, unto the said Henry
Herriman and his

heirs and assigns forever. And the said Caleb J. Blum
for himself and heirs do hereby covenant with said Henry Herriman and
his heirs and assigns, that he is lawfully seized of the premises aforesaid; that the
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 Henry
Herriman and his heirs and assigns, against the
lawful claims of all persons whomsoever.

Provided Always, and these presents are upon this condition, that whereas said Caleb J. Blum executed to the said Henry Herman his promissory note of even date herewith, for the payment of the following sum of money, at the times following: one hundred and fifty dollars with interest in four months.

Now, if the said Caleb J. Blum shall pay said sum of money to the said Henry Herman or his assigns, when the same ~~compos~~ becomes due, then these presents to be void, otherwise to be and remain in full force.

In Testimony Whereof, The said Caleb J. Blum and Eliza Blum the wife of said Caleb J. Blum who hereby relinquished her right of dower in the premises, have hereunto set their hands and seals this twelfth day of November in the year of our Lord, One thousand eight hundred and forty seven.

EXECUTED IN THE PRESENCE OF

L. S. LaRoe
John Bolkerth

L. S. Hunt
Eliza Blum



THE STATE OF Ohio, Montgomery COUNTY, SS.

Before me, a Notary Public within and for said County, personally appeared the above named Caleb J. Blum and Eliza his wife and acknowledged the signing and sealing of the above Mortgage to be their voluntary act and deed, for the uses and purposes therein expressed.

And the said Eliza Blum being examined by me, separate and apart from her said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal and acknowledge the same, and that she is still satisfied therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official on this twelfth day of November in the year one thousand eight hundred and forty seven at the city of Dayton.

John Bolkerth

Notary Public

State of Ohio in the Court of Common Pleas
Harris County, ss. May Term A.D. 1853.

To the Honorable Judge of the Court
of Common Pleas On Chancery Sitting.

Your complainant Henry Thurman
humbly complaining sheweth unto your Honor
that Caleb Plumb and Eliza Plumb wife
of the said Caleb Plumb both of whom your
complainant prays may be made defendants
to this bill heretofore to wit: (at the County
of Montgomery in the State of Ohio on
the 12th day of November A.D. 1841) was indebted
to your complainant in the sum of one hundred
and fifty dollars as will more fully appear from a
note dated the day and year aforesaid &
which is by incorporation made a part of
this bill marked exhibit "A" and being
so indebted in consideration thereof and
for the better securing of said ~~note~~ said
defendants mortgaged on the day and
year aforesaid to your complainant a certain
tract of real Estate described as follows
to wit: Being part of section thirty three (33) in
Township Twenty five north of Range fifteen
East beginning at the South East corner
of land recently sold to Theophilus Willson by
Sherban A. Lewis and running West sixty
three and thirty five hundredths poles to the South
West corner of said Willson's land thence
South two hundred & seventeen & five hundredths
poles to the County line to a stake thence
East on said County line thirty eight
poles and seventy five hundredths to a quarter stake
on said line thence north twenty nine poles
to a stake or to the corner of land owned by Samuel
Hall

Page 1 thence East Twenty four poles and six hundredths
2 to a stake on the South West corner of Sophronia
3 Lewis land thence North on said line one hundred
4 and thirty eight poles and five hundredths poles
5 to the place of beginning containing twenty three acres
6 and twenty three hundredths to the same most or
7 less being in Adams County Virginia
8 which said mortgage was conditional
9 for the payment of the said sum of money
10 according to the condition of said note
11 which will more fully appear from inspection
12 of said mortgage which is by incorporation
13 made a part of this bill and here with put
14 on file and a marked exhibit "B"

15 Your complainant doeth further show
16 unto your Honor that said note
17 secured by said mortgage has long since
18 become due and payable yet said
19 defendant has not paid said mortgage
20 debt although often requested except
21 the sum of one hundred and one
22 dollars as endorsed on the back of
23 said note the residue whereof said
24 defendant wholly refuse to pay.

25 And your complainant further shows
26 unto your Honor that ~~the following~~
27 proceedings at law have been instituted
28 for the recovery of said debt which
29 proceedings were commenced in Montgomery
30 County Ohio by which judgment was
31 obtained against said defendant for said
32 debt which judgment was obtained after
33 John Fockert a justice of the Peace of
34 said Montgomery ^{County} State of Ohio appeared
35 on which said judgment an

1 Exonation issued and placed in the
2 hands of the proper Constable who
3 returned thereto no goods nor chattels
4 found whereon to levy

5 And your complainant further shews
6 that ~~the~~ a large amount of ~~principles~~ together
7 with interest is due your complainant
8 and in tender consideration thereof
9 and for that your complainant is wholly
10 without remedy at once by the strict
11 rules of the Common law and can have
12 adequate remedy only in a court of Equity
13 where this and matters of like nature are
14 properly cognizable and your complainant
15 prays your Honor that the writ of subpoena
16 may be granted to notify said defendants
17 of the pendency of this bill and that said
18 defendants may be required under oath
19 full true and perfect answers to make to all
20 an singular the matters and things in this
21 bill contained as fully and perfectly in all respects
22 as if the same were here again repeated & they thereto
23 interrogated and your complainant prays that
24 an account may be taken of what is due your
25 complainant on said mortgage debt and
26 that the said premises may be sold under the
27 order and decree of this Court as lands are sold
28 in executions issuing on judgments at law &
29 that the proceeds thereof may be applied to the payment of
30 your complainant's said debt & interest and grant to
31 your complainant such other further and general
32 relief as to your Honor may appear just
33 and right and your complainant as in duty
34 bound will ever pray You

35 David Studabaker & Thanks
Sols for Court.