

## Civil Case: Joseph Nuttman vs William & Catharine Brothers - foreclosure

William & Catherine Brothers	Mortgagors executing the mortgage	Feb. 21, 1859
William May	Received promissory note from William Brothers for 60.00	
David Erwin	Justice of Peace	
William May	Assigned said mortgage to J. D. Nuttman	Feb. 23, 1859
J. D. Nuttman	To receive payment from Brothers for property	
William & Catherine Brothers	Summoned to answer to Joseph Nuttman on complaint to foreclose	April 17, 1861
James B. Simcoke	Clerk	
Joseph D. Nuttman	Plaintiff - complaint for non-payment of mortgage	May Term 1861
William & Catherine Brothers	Defendants	
Joseph D. Nuttman	Asks judgment of 100.00 & foreclosure/sale of land	
David Studabaker	Attorney for plaintiff	

Roll No 20 (25)

Joseph D Nuttman  
vs compt foreclose

William Brothers  
Catharine Brothers  
1861

Box 15

State of Indiana Adams County, Set:

Before Me, David Erwin, a Justice of  
the peace in and for said County, this 21<sup>st</sup> day  
of February 1859, appeared William  
Brother & Catherine Brothers the within  
named Mortgages and  
acknowledged the execution of the annexed Mortgage.

Witness My hand and.....Seal.

David Erwin  
J P



For value received I assign the within note and  
Mortgage to J. D. Kuttman Feby 23. 1859  
William May

William Brothers and Catherine Brothers  
of Adams County, in the State  
of Indiana Mortgage and Warrant to.....  
William May

of Adams County, in the State  
of Indiana the following Real Estate, situate in.....  
Adams County, in the State

of Indiana, to-wit:

It being the fractional  
South half of Section fourteen (14)  
in Township No twenty eight (28)  
North of Range fifteen (15) East in the  
district of land Subject to Sale at  
St Wayne Indiana Containing  
thirty three Acres & four hundredths  
of an Acre

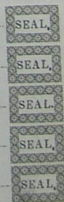
to secure the payment, when the Same becomes due, of  
the following note of hand viz

Union Township February 21<sup>st</sup> 1859  
one year after date for value received  
I promise to pay Wm May or order  
the Sum of Sixty dollars with  
Interest from date waving valuation  
or Appraisment Lawz William Brothers JS

and the mortgagor, expressly agree to pay the sum of money above secured,  
without relief from valuation laws.

In Witness Whereof, The mortgagor, has here to set their hands and seals  
this twenty first day of February 1859

William Brothers  
Catherine <sup>her</sup> Brothers  
mark



State of Indiana } Court of Common Pleas of  
Adam's County } Adam's County  
May Term 1861

Joseph D. Tatum complains of William  
Brothers and Catharine Brothers, and  
says that the defendants executed a  
mortgage conveying to William May  
the tract of land therein described, as  
security for the payment of a debt  
evidenced by a note, a copy of each  
of which is filed herewith, amounting  
to Sixty dollars, <sup>and the said May</sup> ~~and~~ indorsed the  
note and mortgage to the plaintiff  
which yet remains unpaid: whereupon  
the plaintiff asks judgment for One  
hundred dollars, and the foreclosure  
of the mortgage, and sale of the  
property, or so much thereof as may be  
necessary to pay his debt, and for other  
proper relief David Studabaker atty for plff



Copy

William Brothers and Catharine Brothers  
of Adams County, in the State of Indiana  
Mortgage and warrant to William May  
of Adams County, in the State of Indiana  
the following Real Estate situate in Adams  
in the State of Indiana to wit - It being the  
fractional South half of Section (14) fourteen  
in Township No Twenty eight (28) North,  
of Range fifteen (15) East in the district  
of lands subject to sale at Ft Wayne  
Indiana, containing Thirty three acres &  
four hundredths of an acre - to secure the  
payment, when the same becomes due  
of the following note of hand viz.

Union Township February 21<sup>st</sup> 1859

One year after date for value received  
I promise to pay Wm May or order the  
sum of sixty dollars, with interest  
from date, varying valuation or apprai-  
ement laws. William Brothers &  
and the mortgagors expressly  
agree to pay the sum of money above  
secured, without relief from valuation  
laws.

In witness whereof, the mortgagors  
have hereto set their hands and seals  
this Twenty first day of February 1859  
William Brothers  
Catharine <sup>per</sup> Brothers  
mark

State of Indiana Adams County, Let  
Before me David Erwin a justice of  
the peace in and for said County, this  
21st day of February 1859 appeared  
William Brothers & Catherine Brothers  
the within named mortgagors and ack-  
nowledged the execution of the annexed  
mortgage.

Witness my hand and seal

David Erwin Seal  
JP.

For value received I assign the within note  
and mortgage to J. D. Puttman Feb 23, 1859  
William May

THE STATE OF INDIANA, } SS.

Adams County,

To the Sheriff, of Adams County, Greetings

You are hereby Commanded to Summon  
William Brothers and  
Catharine Brothers

To appear in the Court of Common Pleas of Adams County, on the <sup>10th</sup> ~~10th~~ Monday in  
~~May~~ next, then there to answer Joseph D. Witterman  
on a complaint to foreclose a  
Mortgage and of this summons make due return

Witness, the Clerk and seal of said Court, this 17th day of

April 1861

James B. Simcoe Clerk, C. C. P.