

Roll No 63 (57)

Joseph D Nuttman
vs

Isaac Pyle

Hannah J Pyle

1860

Bx 16.

Joseph Nuttman vs Isaac & Hannah Pyle

Isaac Pyle	Co-signed promissory notes to David Humbert for mortgage	March 28, 1856
Hannah Pyle	Wife of Isaac Pyle; co-signed notes due to David Humbert	
David Humbert	Gave mortgage to Pyles for 2 promissory notes	
O. T. Hart	Recorder; acknowledged mortgage	March 28, 1856
David Humbert	Assigned mortgage to Joseph Nuttman	May 31, 1856
Joseph D. Nuttman	Mortgage was assigned to him	
Isaac Pyle	Owes Nuttman on 4 promissory notes for mortgage	Sept. 9, 1858
Isaac Pyle	Purchased lot that was deeded to David Humbert & wife	
David Humbert	Sold Isaac Pyle land in Decatur, Indiana	
Joseph D. Nuttman	Received 4 promissory notes from Pyle for mortgage	
Jacob W. Grim	Justice of Peace; acknowledged mortgage	Sept. 9, 1858
Isaac & Hannah Pyle	Summoned to answer to complaint of Joseph Nuttman	Jan. 19, 1860
Joseph D. Nuttman	Complaint of non-payment of notes	
James B. Simcoke	Clerk	
Joseph D. Nuttman	Plaintiff; complains of non-payment on notes; demands judgment	Feb. Term 1860
Isaac Pyle	Defendant	
Hannah Pyle	Defendant; wife of Isaac Pyle	
David Studabaker	Attorney for plaintiff	

Isaac Pyle of Adams County, in the State
of Indiana Mortgages and Warrants to
Joseph D. Mittman

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

Adams County, in the State
of Indiana, to-wit: Out lot Number Six in the Town
of Decatur it being that lot deeded to Isaac Pyle
by David Humbert & wife - also in lot Number
Two hundred & Sixty-six (266) in the Town of
Decatur Adams Co Indiana

to secure the payment, when they become due, of
Four promissory notes for Eighty-two dollars
& Eighty cents each due severally in Three - Six -
Nine - & Twelve months from date with interest from
date and bearing even date with this mortgage,
and payable without any relief whatever from
valuation or appraisement laws - Said notes
made payable to Joseph D. Mittman

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

In Witness Whereof, The mortgagor... has hereunto set his hand and seal...
this Ninth day of September 1858.

Isaac Pyle



State of, Indiana Adams County, Set:

Before Me: Jacob W. Grim, a Justice
in and for said County, this 9th day
of September 1858, Isaac Pyle

Isaac Pyle acknowledged the execution of the annexed Mortgage.
to be his voluntary act and ~~mortgage~~

Witness My hand and 9th Sept. Seal. This 9th
Sept 1858 acknowledged before me at his 9th Sept
1858 J. W. Grim Justice



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MORTGAGE.
[SHORT FORM.]

Isaac Pyle

T.O.

J. Matthews

RECEIVED FOR RECORD,

Nov. 11 day of Sept
1858 at 5 o'clock P.M., and
recorded in Book 9
page 191

Wheat

Recorder of Adams Co.

1858
[Dower having been abolished, the wife should
join with the husband in the introductory part of
the Mortgage. Her acknowledgment need be only
in the form required of unmarried persons.]

[See R. S. 1839 vol. 1, p. 234, s. 15; and p. 236, ss.
23 and 25; and vol. 2, p. 176, s. 682, and p. 229, s. 2.]

Sold by DETZEL & TYLER—Indianapolis.

Isaac Pyle

MORTGAGE, sold by C. Lusk & Co. Indianapolis, Indiana

By This Mortgage, Made this 28th day
day of March A.D. 1856 Isaac Pyle
and Harriett of Pyle wife of said Isaac Pyle
MORTGAGE AND WARRANT to David Hunt on
his assigns

the following described Real Estate, situate in Adams
County, in the State of Indiana, To Wit:

Out lot number Six in the town of
Locust as designated in the records of
said town

to secure the repayment of \$50.00 in two notes one calling
for ten hundred dollars with interest six months
after date and one for ten hundred and fifty
dollars with interest six months after date further that if
the notes are not paid at maturity the mortgagee shall have the right to sell the land above written.

Attest
C. E. Hunt

Isaac Pyle SEAL.
Harriet Pyle SEAL.

THE STATE OF INDIANA, Adams

COUNTY, SS.

On this 28th day of March 1856 before me, C. E. Hunt
the Recorder of said County, Isaac Pyle
and Harriett Pyle his wife
acknowledged the execution of the foregoing Mortgage.

Witness my hand and seal the date above written.

C. E. Hunt SEAL.
1856

May 31. 1856 For value
recd. I assign this mortgage
to A. S. Millman

State of Indiana, In the Court of Common Pleas of
Sham County, Sham County, February Term 1860
Joseph S Nuttman,

vs

Complainant to Foreclose Mortgage

Isaac Tyle

Hannah Tyle

Joseph S Nuttman Plaintiff in

this action complains of Isaac Tyle and Hannah
Tyle defendants and says that the said
defendants on the 28th day of March A.D. 1856,
executed a mortgage conveying to one David
Humbert the tract of land therein described as
security for the payment of a debt evidenced
by a promissory note which said mortgage and
a copy of said note are herewith filed and
by incorporation made a part of this complaint
and that afterward on 31st day of May A.D. 1856
said David Humbert assigned said note &
mortgage by endorsement on the back thereof to
the plaintiff which said debt amounts to the sum
of two hundred and fifty Dollars which is
now due and remains unpaid wherefore the
plaintiff demands Judgment for the sum of two
hundred and fifty Dollars of the defendant and
for the sale of the fore closure of the said mortgage
property and for the sale thereof or so much
thereof as may be sufficient to pay the plaintiffs
debt and for other proper relief David Humbert et al. Party

Deceit - March 28th 1856.

Two years after date I promise to pay David Humbert
or order the sum of two hundred and fifty Dollars
with interest from date without any relief whatever from
valuation or appraisement laws Isaac Tyle

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

YOU ARE HEREBY COMMANDED TO SUMMON Isaac Pyle &
Hannah S Pyle,

To appear in the Court of Common Pleas of Adams County, on the 1st day of the next Term
thereof, to be held at the Court House in Decatur, on the 1st Monday in February next; then

and there to answer Joseph S Nuttman on a complaint
to force close a mortgage and of this Summons make due return.

WITNESS, the Clerk and Seal of the Court, this 19th day of

January 1860

Wm B Vinick Clerk, C. C. P.

Decatur March 28th 1856
Two years after date I promise
to pay David Humbert or order
the sum of Two hundred and
fifty dollars with interest from
date without any relief to be had
from redemption or appraisement law.

Isaac Pyle

\$82 $\frac{80}{100}$

Decatur September 9th 1858

Three months

after date I promise to pay to the order

of Joseph D. Nuttman,

~~Eighty-two~~

$\frac{80}{100}$ Dollars;

value received, without any relief whatever from valuation and appraise-

44. interest from date

Due,

Isaac J. Lee

No.

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

YOU ARE HEREBY COMMANDED TO SUMMON

Nora Pyle

To appear in the Court of Common Pleas of Adams County, on the 1st day of the next Term

thereof, to be held at the Court House in Decatur, on the 1st Monday in February next; then

and there to answer

*Joseph S Nuttman on a Complaint
to foreclose a mortgage*

and of this Summons make due return.

WITNESS, the Clerk and Seal of the Court, this 19th day of

January 1860

Lance Whitcomb

CLERK, C. C. P.

\$82 $\frac{80}{100}$

Decatur September 9th 1858

Three months after date I promise
to pay, J. D. Nuttman Eighty-two $\frac{80}{100}$ dollars, with interest from
date, without any relief whatever from valuation or
assignment laws -

State of Indiana, In the Court of Common Pleas of Adams County.
Adams County, ⁴⁰ February Term 1860

Joseph D Nathan,

vs
Isaac Tyle.

} Foreclosure of Mortgage

Joseph D Nathan plaintiff in this action complains Isaac Tyle defendant in this action and says that the said defendant on the 9th day of September A.D. 1858 executed a mortgage conveying to the plaintiff a tract of land therein described as security for the payment of a debt evidenced by four promissory notes of even date which said mortgage and a copy of said notes are herewith filed and by incorporation made a part of this complaint which said debt amounts to the sum of four hundred dollars and is now due and remains wholly unpaid and the plaintiff demands judgment of law from the defendant for the sum of four hundred dollars and for the foreclosure of the said mortgage and the sale of said mortgage property or so much thereof as may be necessary to pay the plaintiffs debt and for other proper relief.

David Thrunicker

Atty. Plaintiff

Copy of notes ³/₄ \$ 82 ⁸⁰/₁₀₀ Decatur September 9th 1858
Three Months after date I promise to pay to the order
of Joseph D Nuttman Eighty-two ⁸⁰/₁₀₀ Dollars value received
without any relief whatever from valuation and apprais-
ment laws with interest from date Isaac Tyle

\$ 82 ⁸⁰/₁₀₀ Decatur September 9th 1858
Six Months after date I promise to pay to the
order of Joseph D Nuttman Eighty-two ⁸⁰/₁₀₀ Dollars
value received without any relief whatever from
valuation and appraisment laws with interest from
date . . . Isaac Tyle

\$ Decatur September 9th 1858,
Nine Months after date I promise to pay to
the order of Joseph D Nuttman Eighty-two ⁸⁰/₁₀₀
Dollars value received without any relief whatever
from valuation and appraisment laws with interest
from date Isaac Tyle

\$ Decatur September 9th 1858
Twelve Months after date I promise to pay
to the order of Joseph D Nuttman Eighty-two ⁸⁰/₁₀₀
value received without any relief whatever from
valuation and appraisment laws with interest from
date Isaac Tyle