

Civil Case: Joseph D. Nuttman vs Conrad & Rebecca Strickler

Conrad Strickler	Gave promissory note to Joseph Nuttman for 96.00 & interest	Oct. 10, 1855
Joseph Nuttman	Received promissory note from Conrad Strickler for 96.00	
Conrad Strickler	Gave promissory note to Joseph Nuttman for 100.00 & interest	Oct. 10, 1855
Joseph Nuttman	Received promissory note from Conrad Strickler for 100.00	
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Joseph Nuttman	Received promissory note from Conrad Strickler for 100.00	
Conrad & Rebecca Strickler	Received mortgage from Joseph Nuttman; owes him on 4 notes	March 15, 1856
Joseph Nuttman	Gave mortgage to Conrad & Rebecca Strickler for 4 notes	
Conrad & Rebecca Strickler	Summoned to answer to Joseph Nuttman - complaint for foreclosure	Jan. 15, 1858
James B. Simcoke	Clerk	
Joseph Nuttman	Plaintiff	Feb. Term 1858
Conrad & Rebecca Strickler	Defendants	
Joseph Nuttman	Complains of non-payment; demands foreclosure & sale of land	
W. G. Spencer	Attorney for plaintiff	

Roll No 6 ⑨

Joseph D Nuttman
Es

Conrad Strickler
Rachel Strickler

1858

Box 15

\$96.00

Decatur October 10th 1855

One year from the first day of December next I promise to pay J. S. Nuttman or order Sixty six dollars with interest from date, without any relief whatever from valuation or appraisement laws. Conrad Strickler

\$100.00

Decatur October 10th 1855

Two years from the first day of December next I promise to pay J. S. Nuttman or order One Hundred dollars with interest from date, without any relief whatever from valuation or appraisement laws. Conrad Strickler

\$100.00

Decatur October 10th 1855

Three years from the first day of December next I promise to pay J. S. Nuttman or order One Hundred dollars with interest from date, without any relief whatever from valuation or appraisement laws. Conrad Strickler

\$100.00

Decatur October 10th 1855

Four years from the first day of December next I promise to pay J. S. Nuttman or order One Hundred dollars with interest from date, without any relief whatever from valuation or appraisement laws. Conrad Strickler

Copies of notes

\$96.00

Decatur October 10th 1855

One year from the first day of December next I promise to pay J. S. Nuttman or order Sixty six dollars with interest from date, without any relief whatever from valuation or appraisement laws. (Signed) Conrad Strickler

\$100.00

Decatur October 10th 1855

Two years from the first day of December next I promise to pay J. S. Nuttman or order One hundred dollars with interest from date, without any relief whatever from valuation or appraisement laws. (Signed) Conrad Strickler

\$100.00

Decatur October 10th 1855

Three years from the first day of December next I promise to pay J. S. Nuttman or order One hundred dollars with interest from date, without any relief whatever from valuation or appraisement laws. (Signed) Conrad Strickler

\$100.00

Decatur October 10th 1855

Four years from the first day of December next I promise to pay J. S. Nuttman or order One hundred dollars with interest from date, without any relief whatever from valuation or appraisement laws. (Signed) Conrad Strickler

THIS INDENTURE,

Made this 15th day of March in the year of our Lord, one thousand eight hundred and fifty-six between Conrad Strickler & Rebecca Strickler of the County of Adams and State of Indiana of the first part; and Joseph Nettman of the County of Adams and State of Indiana of the second part.

IN WITNESSETH, That the said party of the first part, for and in consideration of the sum of Four hundred & nineteen dollars & twelve cents lawful money of the United States, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged by the said party of the first part, he granted, bargained, and sold, and by those presents, do grant, bargain, and sell unto the said party of the second part, his heirs and assigns FOREVER, all that tract, or parcel

of Land, known and described as follows, to-wit: Lot Number Six (6) out of the East part of the East half of the Reserve Reserve in Adams County, Indiana, as said Lot is described in the recorded plat of said land, as the same is recorded in the recorded office of Adams County, Indiana

TO HAVE AND TO HOLD the above described premises, hereby sold and conveyed, unto the said party of the second part, his heirs and assigns forever, together with all and singular the appurtenances therunto belonging, or in any wise appertaining, to his own proper use, benefit, and behoof. And the said party of the first part, for their heirs, executors, and administrators, the aforesaid Lot, or Tract of Land, and appurtenances, to the said party of the second part, his heirs, executors, administrators and assigns, against the lawful claim or claims of all and every person or persons, WILL WARRANT AND FOREVER DEFEND. Provided nevertheless, and this conveyance is made upon this express condition, that if the said Conrad Strickler shall pay when they

become due the following described notes, the for Ninety six dollars due in one year from December 15th 1855 from him, one for one hundred dollars due in two years from December 15th 1855 from him, one for one hundred dollars due in three years from December 15th 1855 from him, one for one hundred dollars due in four years from December 15th 1855 from him, all containing interest from date & dated October 10th 1855 - also one note having interest from date for Twenty-three dollars & twelve cents, dated March 15th 1856 and due in six months, from date, all the notes, signed by Conrad Strickler

In testimony whereof, the said Conrad Strickler and Rebecca Strickler wife of the said Conrad Strickler do hereby relinquish all her right to dower in the above described premises, do herunto set their hand and seal the day and year first above written.

Signed, Sealed, & Delivered, in presence of

Conrad Strickler
Rebecca Strickler

SEAL
SEAL

STATE OF INDIANA, } ss. Personally appeared before me, John H. Hinkle one of the Justices of the Peace of said county, the above named Conrad Strickler & Rebecca Strickler and acknowledged the foregoing Deed or Conveyance, to be their voluntary act and deed for the uses and purposes therein expressed: And also, Joseph Nettman appeared before me, the above named

PLAT OF THE GROUND.

of the said lot and being separately examined apart from said husband and the full contents and purport of the foregoing Deed or Conveyance being made known to him declared that he did voluntarily and of his own free will and accord, and as act and deliver the said Deed or Conveyance, without any coercion or compulsion.

Given under my hand and seal, this 15th day of March 1856

SEAL

State of Indiana
Adams County ss. In the Court of Common Pleas Feb. 1858

Joseph D. Kuttman
vs
Conrad Strickler
Rebecca Strickler

Complaint to foreclose a mortgage

Joseph D. Kuttman plaintiff

Complains of Conrad Strickler and Rebecca Strickler
defendants, and says that the defendants executed
a mortgage conveying to the plaintiff the tract of
land therein described as security for the payment
of a debt, evidenced by four notes the copies of each
note together with the original mortgage are filed herewith
amounting to three hundred and thirty six dollars
with interest thereon, which yet remain unpaid
wherefore he asks judgment for four hundred and
fifty dollars and the foreclosing of the mortgage
and sale of the property or so much thereof as may
be necessary to pay his debt, and grant other
and proper relief.

W. G. Spencer
Atty for the Plaintiff

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

You are hereby commanded to summon Conrad Strickler
& Rebecca Strickler

to appear in the Court of Common Pleas on the 1st day of the next Term
thereof to be held at the Court House in Secaton on the first
Monday in Feb. 1858 there and there to answer Joseph D.
Kuttman on a complaint to
foreclose a mortgage
and of this summons make due return.

WITNESS, The Clerk and Seal of the
Court, this 15th day of November
1858
James B. Swick
Clerk C. C. Pleas