

Estate of Wilson E. Shepherd # 3

| Name in Record | Reason for Being in Record | Date of Record |
|----------------------|---|-----------------|
| Clarence C. Shepherd | Gave promissory note to Alexander McKee for 500.00 | March 27, 1900 |
| Clarence C. Shepherd | Gave 5 promissory notes to Alexander McKee for 28.00 each | March 27, 1900 |
| Alexander McKee | Received promissory notes from Clarence C. Shepherd | |
| Geneva Lumber Co. | Submits claim due them by estate of Wilson Shepherd dated 1906 | March 20, 1906 |
| R. M. Engle | Submits claim due them by estate of Wilson Shepherd for note | June 1, 1907 |
| David Gerber | Clerk | |
| R. M. Engle | Submits claim due them by estate of Wilson Shepherd for note | June 7, 1907 |
| David Gerber | Clerk | |
| John Snyder, Jr. | Submits claim due him by estate of Wilson Shepherd for note | June 15, 1907 |
| David Gerber | Clerk | |
| Dr. J. M. Miller | Submits claim due him by estate of Wilson Shepherd dated 1906 | June 19, 1907 |
| David Gerber | Clerk | |
| Eugene Morrow | Submits claim due him by estate of Wilson Shepherd for note | June 20, 1907 |
| David Gerber | Clerk | |
| Butcher & Armantrout | Submits claim due them by estate for note & attorney fees | July 5, 1907 |
| Osa M. Graham | Verifies claim due to Butcher & Armantrout | |
| F. S. Armantrout | Justice of Peace | |
| Amanda Gottschalk | Submits claim due her by estate of Wilson Shepherd on note | July 15, 1907 |
| Andrew Gottschalk | Notary Public | |
| Bank of Berne | Submits claim due them by estate of Wilson Shepherd on note | July 15, 1907 |
| Jesse Rupp | Verifies claim due to Bank of Berne | |
| Joseph D. Winteregg | Notary Public | |
| Robert Speicher | Submits claim due him by estate of Wilson Shepherd for notes | Aug. 2, 1907 |
| F. S. Armantrout | Justice of Peace | |
| J. I. Knepper | Submits claim due him by estate of Wilson Shepherd for note | Aug. 5, 1907 |
| M. E. Hutton | Verifies claim due to J. I. Knepper | |
| David Gerber | Clerk | |
| Geneva Lumber Co. | Submits claim due him by estate of Wilson Shepherd for account | Aug. 7, 1907 |
| J. M. Pease | Verifies claim due to Geneva Lumber Co. | |
| David Gerber | Clerk | |
| Andrew Gottschalk | Executor of estate of Wilson Shepherd, deceased; plaintiff | Sept. Term 1907 |
| Alexander McKee | Defendant; denies allegations of plaintiff | |
| Alexander McKee | Answer: Clarence Shepherd signed prom. Notes to him in 1900 | |
| Alexander McKee | Answer; To secure notes Clarence Shepherd executed mortgage | |
| Emma Shepherd | Wife of Clarence Shepherd | |
| Alexander McKee | Answer; Clarence Shepherd became further indebted a year later | |
| Alexander McKee | Answer: Clarence Shepherd executed a mortgage to secure new debt | |
| Alexander McKee | Answer: In 1902 Clarence conveyed real estate to Wilson Shepherd | |
| Alexander McKee | Answer: Notes are now unpaid & due from Wilson Shepherd | |
| D. E. Smith | Attorney for Alexander McKee | |
| J. P. Hale | Attorney for Alexander McKee | |
| Henry Grandlienard | Submits claim due him by estate of Wilson Shepherd for note | Oct. 8, 1907 |
| Andrew Gottschalk | Notary Public | |
| Wells Bros. | Submits claim due him by estate of Wilson Shepherd for burial service | Oct. 9, 1907 |
| John M. Wells | Verifies claim due to Wells Bros. | |
| David Gerber | Clerk | |
| Home Insurance Co. | Submits claim due him by estate of Wilson Shepherd f | April 23, 1908 |
| T. M. Gallogly | Verifies claim due to Home Insurance Co. | |
| James Haifling | Clerk | |

HAILE & MARKLEY
BLUFFTON, INDIANA\$400⁰⁰BLUFFTON, INDIANA, March 27th 1900

Five years after date I promise to pay to the
 order of Alexander M. Stee
 Four hundred DOLLARS,
 at the Studabaker Bank, Bluffton, Indiana

Value received, without any relief whatever from Valuation or Appraisement Laws, with interest at the rate of eight per cent. per annum after maturity, payable annually, with attorney's fees. The drawers and endorsers severally waive presentment for payment, protest and notice of protest, and non-payment of this note. The interest is paid to maturity by coupon notes hereto attached, which with the principal, are secured by mortgage.

P. O.

Clarence C. Shepherd

1900
 after date I promise to pay to the order of
 DOLLARS
 at the

Value received, without any relief whatever from valuation or appraisement laws, with interest at the rate of eight per cent. per annum after maturity, payable annually, and attorney's fees. The drawers and endorsers severally waive presentment for payment, protest and notice of protest, and non-payment of this note. Being the annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said Note.

(\$28⁰⁰) Bluffton, Inda March 27 1900
 Five years after date I promise to pay to the order of
Alexander M. Stee
 Twenty eight DOLLARS
 at the Studabaker Bank, Bluffton, Ind

Value received, without any relief whatever from valuation or appraisement laws, with interest at the rate of eight per cent. per annum after maturity, payable annually, and attorney's fees. The drawers and endorsers severally waive presentment for payment, protest and notice of protest, and non-payment of this note. Being the annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said Note.

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Clarence C. Shepherd

(\$28⁰⁰) Bluffton, Inda March 27 1900
 Three years after date I promise to pay to the order of
Alexander M. Stee
 Twenty-eight DOLLARS,
 at the Studabaker Bank, Bluffton, Inda

Value received, without any relief whatever from valuation or appraisement laws, with interest at the rate of eight per cent. per annum after maturity, payable annually, and attorney's fees. The drawers and endorsers severally waive presentment for payment, protest and notice of protest, and non-payment of this note. Being the annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said Note.

Clarence C. Shepherd

(\$28⁰⁰) Bluffton, Inda March 27th 1900
 Two years after date I promise to pay to the order of
Alexander M. Stee
 Twenty eight DOLLARS,
 at the Studabaker Bank, Bluffton, Inda

Value received, without any relief whatever from valuation or appraisement laws, with interest at the rate of eight per cent. per annum after maturity, payable annually, and attorney's fees. The drawers and endorsers severally waive presentment for payment, protest and notice of protest, and non-payment of this note. Being the annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said Note.

Clarence C. Shepherd

(\$28⁰⁰) Bluffton, Inda March 27 1900
 One year after date I promise to pay to the order of
Alexander M. Stee
 Twenty-eight DOLLARS,
 at the Studabaker Bank, Bluffton, Inda

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Clarence C. Shepherd

State of Indiana.,
Adams :- SS.
County of ~~Wells~~.,

In Adams Circuit Court.,
September Term., 1907.

Andrew Gottschalk,
Executor of the
estate of William
H. Shepherd, deceased.

-Vs- :- Answer and Cross-Complaint.

Alexander McKee et al.

The defendant Alexander McKee for answer to Plaintiff's Petition denies each and every material allegation therein contained.

And the defendant Alexander McKee for second and further paragraph of answer says: That on the 27th., day of March, 1900 one Clarence C. Shepherd became indebted to the said defendant Alexander McKee in the sum of Four hundred Dollars together with interest in the sum of eight per cent per annum after maturity and attorney's fees, together with five coupon notes representing the interest on said principal note in the sum of Twenty-eight Dollars, each with interest in the sum of eight per cent after maturity and attorney's fees as evidenced by one principal note and five coupon notes a copy of which several notes are filed herewith and made a part of this complaint and marked exhibit "1".

That on said 27th., day of March 1900, to secure the payment of said principal note and the five coupon notes attached the said Clarence C. Shepherd and Emma Shepherd, his wife executed to the said Alexander McKee a Mortgage on the real estate therein described, which Mortgage was duly recorded in Mortgage Record No. 3, on page 564-, in the Recorder's Office of Wells County, State of Indiana, and is made a part of this answer and marked exhibit "2".

That afterwards to-wit:- on the 27th., day of March., 1901 the said Clarence C. Shepherd became indebted to the said defendant

Alexander McKee in the further sum of Two hundred Dollars together with eight per cent interest after maturity and attorney's fees, the interest being paid to maturity by five promissory notes in the sum of Fourteen Dollars each, with interest at the rate of eight per cent after maturity and attorney's fees, as witness his principal note and four coupon notes copies of which are filed herewith and made a part of this complaint and marked exhibit "3"., and that on said day to secure the payment of said notes the said Clarence C. Shepherd and his wife, Emma Shepherd executed to the said defendant their Mortgage on the real estate described therein which Mortgage was duly recorded in the Recorder's Office of Wells County, State of Indiana, in Mortgage Record 5 page 82-3., and is made a part of this answer and marked exhibit "4".

That afterwards to-wit: on the 8th., day of December., 1902, the said Clarence C. Shepherd and Emma Shepherd his wife conveyed said real estate to the decedent Wilson H. Shepherd, who assumed the payment of all liens against said real estate.

That all the above described notes are due and owing to said defendant Alexander McKee in the sum of Six hundred Dollars, together with accrued interest in the sum of Twenty-four and 50/100 Dollars and attorney's fees.

That all of said Mortgage indebtedness is a prior lien to all other liens on said real estate.

Wherefore defendant McKee asks that his Mortgage liens be declared prior to all other liens on said real estate and asks judgment in the sum of Seven hundred Dollars, principal, interest and attorneys fees and that his Mortgages be foreclosed and said real estate sold to pay said Mortgage indebtedness and for all other and proper relief.

D. E. Quate ✓
J. P. Hale

Attorney for defendant McKee.

Glazed Sash

Doors

...and...

Builders'

Hardware.

M. T. SUMPTION.

M. A. MASTICK.

J. M. PEASE.

GENEVA, IND.,

March 20 1906

Willson H. Shepard.

Bought of



THE GENEVA LUMBER CO.

J. M. PEASE, MGR.

LUMBER, LATH AND SHINGLES. Special Attention Given to Rig Materials.

TERMS—Net Cash.

Bills Due 15th of Month Following Month of Purchase.

| | | | | |
|--------------|-----------------------------|--------|-----|-----|
| | 3 Pcs. 2x8-16 = 64 ft Oak. | @ 3.00 | 192 | 192 |
| April 16-06. | 2 - " 2x4-14 = 19 " Cypress | @ 3.25 | 62 | |
| | 1 " 1x8-10 = 7 " " | @ 3.25 | 23 | |
| | 24 Pickets 1x3-4 ft W.P. | @ .03 | 72 | 157 |
| June 18-06 | 1/4 M Red Cedar Shingles. | @ 3.75 | 94 | |
| | 5# Nails | @ .03 | 15 | 109 |
| July 2-06 | 1 M Shingles. | @ 3.65 | 365 | |
| | 5# Nails | @ .03 | 15 | 380 |
| | | | | 838 |

DR. J. M. MILLER

Secretary County Board of Health

Adams County.

Decatur, Indiana,

June 19th 1907

Wm. H. Shepherd deceased
Debtor to Dr J. M. Miller viz:

December 27- 06 Consultation \$25⁰⁰

" 28 - " Amputating Thigh 150⁰⁰

Total

\$175⁰⁰

J. M. Miller

SCHOOL FUND MORTGAGE.

We, Wilson H. Shepherd unmarried

of the County of

in the State of Indiana, for the use of

Common School fund Principal**MORTGAGE TO THE STATE OF INDIANA**, all the following tract or parcel of land, situate in the County and State aforesaid, to wit:The south west quarter of the South east quarter of Section (16) Township twenty-five (25), North Range (15) east containing forty acres more or lessfor the payment of Fifteen hundred Dollars, with interest at the rate of six per cent. per annum, payable at the end of each year, according to conditions of the note hereto annexed.

IT IS EXPRESSLY AGREED, By the Mortgagor.....that until all of the mortgage debt is fully paid, the said Mortgagor.....will keep insured the perishable improvements located on above described real estate, against loss by fire and tornado, to an amount equal to sixty-six and two-thirds per cent. of the appraised value of said perishable improvements taken and accepted as a part of the security for this loan, in insurance companies duly authorized by the Auditor of State to do business in the State of Indiana.

Such policy or policies of Insurance shall contain the Union mortgage clause in favor ofCounty, and on failure of the Mortgagor.....to so insure such perishable property, the County Auditor may procure such insurance, and the premium or premiums therefor shall become a part of the debt secured by the mortgage, bearing the same rate of interest as the mortgage debt. and, on failure of the mortgagor.....to pay such insurance premiums when due, this mortgage may be foreclosed.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seals, this 4 dayof Sept., 1906W H Shepherd

[SEAL.]

[SEAL.]

[SEAL.]

State of Indiana, Adams County, ss:Before me, the undersigned, Notary Public, in and for said County, personally appeared W. H. Shepherd unmarriedMortgagor.....within named, and acknowledged the within deed of mortgage to be his voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this

4

day

Exhibit No 3

HALE & MARKLE
BLUFFTON, INDIANA

\$200⁰⁰

BLUFFTON, INDIANA, March 27th 1901

Four years after date I promise to pay to the
order of Alexander M. Stee
Two hundred DOLLARS,

at the

Value received, without any relief whatever from Valuation or Appraisement Laws, with interest at the rate of eight per cent. per annum after maturity, payable annually, with attorney's fees. The drawers and endorsers severally waive presentment for payment, protest and notice of protest, and non-payment of this note. The interest is paid to maturity by coupon notes hereto attached, which with the principal, are secured by mortgage.

Clarence E. Shepherd

P. O.

190....
after date I promise to pay to the order of
DOLLARS
at the

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(\$14⁰⁰) Bluffton, Ind. March 27 1901.
Four years after date I promise to pay to the order of
Alexander M. Stee
Fourteen DOLLARS,
at the

Value received, without any relief whatever from valuation or appraisement laws, with interest at the rate of eight per cent. per annum after maturity, payable annually, and attorney's fees. The drawers and endorsers severally waive presentment for payment, protest and notice of protest, and non-payment of this note. Being the annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said Note.

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