

RANDOLPH COUNTY
RECORDER OF DEEDS

TRUST DEED RECORD

1874-1880

(Pages 451-500)

Court House door in the City of Moberly in Randolph County
 Missouri for cash first giving 20 days public notice of the time
 terms and place of sale and of the property to be sold by adver-
 tisement in some newspaper printed and published in the City
 of Moberly Mo and upon such sale shall deliver the property
 sold to the purchaser or purchasers thereof and any statement
 of facts or recital by the said trustee in relation to the
 nonpayment of the money secured to be paid the advertisement
 sale receipt of the money & delivery of the property to the purchaser
 shall be received as prima facie evidence of such fact and
 such trustee shall out of the proceeds of said sale pay
 first the costs and expenses of executing this trust
 including legal compensation to the trustee for her services
 and next he shall apply the proceeds remaining
 over to the payment of said debt and interest or so much
 thereof as remains unpaid and the remainder if any
 shall be paid to the said parties of the first part or their
 legal representatives and the said party of the second
 part covenants faithfully to perform and fulfill the
 trust herein created not being liable or responsible
 for any misfeasance occasioned by others In witness
 whereof the said parties have hereunto set their hands and
 seals the day and year first above written

Geo B Kelly Esq

Robt Freeman Esq

State of Missouri }
 County of Randolph } ss Be it remembered that on this 13th day of January
 A.D. 1877 before the undersigned a Notary Public within and for the
 County of Randolph aforesaid personally came Geo B Kelly and
 Robert Freeman who are personally known to me to be the
 same persons whose names are subscribed to the foregoing
 instrument of writing as a parties thereto and acknowledged
 the same to be their act and deed for the purposes therein men-
 tioned In testimony whereof I have hereunto set my hand and
 affixed my official seal at my office in Moberly Mo
 the day and year first above written I qualified pursuant
 to 1875 commission expires May 14th 1881

W. L. Jones Notary Public

Filed for record March 8th 1878 at 3 o'clock 30 minutes Mo
 C. H. Vance Recorder

I Joseph D Rust residing in the town of Moberly
 County of Randolph state of Missouri in consideration of one
 hundred and forty dollars to me paid by Story & Camp
 as hereby set and convey to Clampton & Story & Isaac Camp
 comprising the firm of Story & Camp of Chicago Illinois and
 St Louis Missouri their heirs and assigns one Eassey or grant
 no 70,603 style no 111 to be void if I shall pay to Story & Camp
 at Bank Avery, Norfolk Va 100 Moberly Mo one hundred and forty
 dollars as follows \$25 on the 31st day of March 1878, \$5 on the

25th day of Apr 1878, \$15 on the 25 day of May 1878, \$15 on the 25 day of June 1878, \$15 on the 25 day of July 1878, \$15 on the 25 day of August 1878, \$20 on the 25 day of Sept 1878 \$20 on the 25 day of Oct 1878 until the full sum above mentioned shall have been paid with interest on each of said sums at the rate of ten per cent per annum which amounts are secured by notes of even date herewith.

I am to retain possession of said property until default shall be made in the payment of said sums (insuring against loss by fire) but if I fail to make any of the payments with interest thereon at times above specified or shall attempt to sell or remove said property from the premises or town above mentioned without written consent of Story & Camp or if at any time they or their assigns shall feel themselves insecure then they or their assigns may declare the entire amount due and take possession of said property and sell the same at auction on giving ten days notice by advertisement in a newspaper or by public bargain without advertisement at such price as they deem proper and after deducting the amount due them interest thereon as above expense including costs of sale pay to me the surplus if any or demand at their place of business.

Witness my hand and seal this 6th day of March 1878

J. D. Rust *[Signature]*

State of Missouri

County of Randolph }
Be it remembered that on this 6th day of March A.D. 1878 before the undersigned a notary public within and for the County of Randolph duly qualified for a term expiring on the 12th day of November 1881 J. D. Rust who is personally known to me to be the same person whose name is subscribed to the foregoing and annexed instrument of writing as party thereto and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof I have herewith set

[Signature]

my hand and affixed my official seal at my office in Moberly, Randolph Co Mo the day and year first above written.

Given I Rouse

Notary Public

Filed for record March 9th 1878 at 5 O'clock 30th Mo

G. H. Vance Recorder

Know all Men by these presents that the undersigned William James of Randolph County Missouri in consideration of the sum of five hundred dollars to him paid by James Mc Walker of Randolph County Missouri do sell assign transfer and set over unto the said James Mc Walker his executors administrators and assigns thirty head of three year old steers now on my premises in Randolph County Missouri.

Upon condition that if I pay to said James Mc Walker his executors administrators and assigns five hundred dollars according to the terms of a certain promissory note of even date herewith one day after the date thereof with interest from date

at the rate of ten per cent per annum and if interest be not paid annually to become as principal and bear same interest then this conveyance shall be void otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned or any part thereof or of the interest due thereon on any day when the same ought to be paid then the whole sum shall at the election of the said James McWalter become immediately due and payable. The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest or some part thereof. But in case of a sale or disposal or attempt to sell or dispose of said property or removal of or attempt to remove the same from out the County of Randolph or an unreasonable depreciation in value thereof the said James McWalter or his legal Representative may take the said property or any part thereof into his possession.

Upon taking possession of said property or any part thereof either in case of default or as above provided the said James McWalter or his legal representative may proceed to sell the same or any part thereof at public auction to the highest bidder for cash on my farm in the township of Monitonic County of Randolph and State of Missouri having first given 30 days public notice of the time, terms and place of sale and property to be sold by advertisement in some newspaper printed and published in said County of Randolph. And after satisfying the necessary costs, charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to me or my legal representative. In witness whereof I have hereunto set my hand and seal this 11th day of March A.D. 1878.

J^m James McWalter

State of Missouri }
County of Randolph } Be it remembered that on this 11th day of March A.D. 1878 before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came William James who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and acknowledged the same to his act and deed for the purpose therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in

St. Louis in said County the day and year first above written.

D30

My term expires Oct 10th 1881

Alv H. Waller

Notary Public

Filed for record this 11th day of March A.D. 1878 at 10 o'clock 30 minutes A.M.

L. H. Wand Recorder

By

Jas. H. McCarty Deputy

Know all men by these presents that the undersigned Barney Grimsley of Randolph County Missouri in consideration of the sum of Three hundred and fifty one and 5/100 dollars to him paid by Frank P. Miley of Randolph County Missouri do sell assign transfer and set over unto the said Frank P. Miley his executors administrators and assigns all bar fixtures including Crockery, ice box and Glasses and two large Mirrors and nine Chromes Eighteen Chairs one stove one table one Squam and two Billiard tables and all liquors wines or cider or cigars that may be on hand and the property of said Grimsley at the time this mortgage is executed. Said two billiard tables is subject to a former mortgage given by this grantor to one John Endres and as to said billiard tables this sale is intended to be subject. All of the aforesaid property is now in the "Palace Billiard Hall" in the Merchants Hotel in the City of Liberty, Randolph Co Mo.

Upon condition that if I pay to said Frank P. Miley his executors administrators and assigns Three certain promissory notes of even date herewith for the sums of one hundred dollars in thirty days from date, one hundred dollars in ninety days from date and one hundred and fifty one dollar and fifty cents in four months from date respectively. Then this conveyance shall be void otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned or any part thereof or of the interest due thereon on any day when the same ought to be paid then the whole sum shall at the election of the said Frank P. Miley become immediately due and payable. The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest or some part thereof. But in case of a sale or disposal or attempt to sell or dispose of said property or a removal of or attempt to remove the same from the place where the same is now situated or an unreasonable depreciation in value thereof the said Frank P. Miley or his legal representative may take the said property or any part thereof into his possession.

Upon taking possession of said property or any part thereof either in case of default or as above provided the said Frank P. Miley or his legal representative may proceed to sell the same or any part thereof at Public auction to the highest bidder for cash at Front door of Mechanics Savings Bank in the City of Liberty, County of Randolph and State of Missouri first given five days ^{Public} notice of the time time and place of sale and property to be sold by advertising the same in some newspaper published in the City of Liberty Mo. and after satisfying the necessary costs charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to said Barney Grimsley or his legal representative. In witness whereof I have hereunto

set my hand and seal this sixth day of February A.D. 1878
Barney Ginnisley (Seal)

State of Mississippi }
County of Randolph } ss. Be it remembered that on this 6th day of February
A.D. 1878 before the undersigned a notary Public within and for
the county of Randolph aforesaid personally came Barney Ginnisley
who is personally known to me to be the same person whose name
is subscribed to the foregoing instrument of writing as party thereto
and acknowledged the same to be his act and deed for the
purposes therein mentioned. In testimony whereof I have hereunto
set my hand and affixed my official seal at my office in the
said county, the day and year first above written.

W. J. Hall's notary Public
Commission expires Nov 20th 1881

Filed for record March 15 1878 at 8 o'clock A.M.
A. B. Vance Recorder

Know all men by these presents that the undersigned
Nathaniel Jones of Randolph County, Mississippi in consideration
of the sum of one dollar to me paid by Lemmy, Christian & Kebaugh
of Randolph County, Mississippi as well, assign transfer and return
unto the said Lemmy, Christian & Kebaugh their executors, adminis-
trators and assigns. Four mitch cows three, three year
old heifers one three year old steer and two bay horses
seven years old warranted free of encumbrance and against
any adverse claims upon condition that if I pay to said
Lemmy, Christian & Kebaugh their executors, administrators
and assigns, One hundred and twenty dollars as evidenced
by my two promissory notes of even date herewith, one for
the sum of \$60 due on or before the 15th day of December 1878, with in-
terest from maturity, the other for the sum of \$60 due on or before
the 15th day of March 1879 with the interest from maturity at the rate
of ten percent per annum then this conveyance shall be void
otherwise to remain in full force and effect and in case
default be made in the payment of the debt above mentioned
or any part thereof or of the interest due thereon on any day
when the same ought to be paid then the whole sum ^{shall} at the
election of the said Lemmy, Christian & Kebaugh become
immediately due and payable. The property hereby sold
and conveyed to remain in my possession until default be
made in the payment of the said debt and interest or some part
thereof but in case of sale or disposal or attempt to sell or dispose
of said property or a removal of or attempt to remove the
same from my possession or an unreasonable depreciation
in value thereof the said Lemmy, Christian & Kebaugh
or their legal representatives may take the said property
or any part thereof into their possession. Upon taking
possession of said property or any part thereof either in
case of default or as above provided the said Lemmy, Christian
& Kebaugh or their legal representatives may proceed to

This Charles Mortgage is satisfied in full
The notes described having been paid.
Witness my hand and seal this 20th day of February 1879.

Lemmy, Christian & Kebaugh
L. B. Vance

sell the same or any part thereof at public auction to the highest bidder for cash in the town of Mountville County of Randolph and State of Missouri having first given ten days public notice of the time, terms and place of sale and property to be sold by ten written or printed handbills put up in ten public places in said county and after satisfying the necessary out charges and expenses incurred by them and paying said debt and interest out of the proceeds of such sale they shall pay over the surplus if any to Nathaniel Jones or his legal representative.

In witness whereof I have hereunto set my hand and seal this 15th day of March A.D. 1878

Nathaniel Jones *clerk*

State of Missouri }
County of Randolph } ss. Be it remembered that on this 15th day of March A.D. 1878 before the undersigned clerk of the Circuit Court within and for the County of Randolph aforesaid personally came Nathaniel Jones who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as partly thereto and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Mountville in said county the day and year first above written.

JD

C. B. Vance *clerk*

Filed for record March 15th 1878 at 10 o'clock 30th A.M.

C. B. Vance *Recorder*

I know all men by these presents that the undersigned J. B. Dorman of Randolph County Missouri in consideration of the sum of Eighty two ²⁵/₁₀₀ Dollars to him paid by W. J. Wallis of Randolph County Missouri do sell assign transfer and set over unto the said W. J. Wallis his executor, administrator and assigns the following described personal property to wit one grey horse about 15 hands high about 4 years old one dun colored horse about 15 ¹/₂ hands high about 9 years old two black mules 11 years old one a horse mule the other a mare mule about 14 hands high upon condition that if I pay to said W. J. Wallis his executor, administrator and assigns the sum of \$82 ²⁵/₁₀₀ as per note given by me J. B. Dorman to W. J. Wallis dated March 13th 1878 for the sum of \$82 ²⁵/₁₀₀ due ninety days after date with interest at 10 per cent after maturity then this conveyance shall be void otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned or any part thereof or of the interest due thereon on any day when the same ought to be paid then the whole sum shall at the election of the said W. J. Wallis become immediately due and payable. The property hereby sold and conveyed to remain in my Possession until default be made

in the payment of the said ^{debt} and interest or some part thereof - but in case of a sale or disposal or attempt to sell or dispose of said property or a removal of or attempt to remove the same from Randolph County Missouri or an unreasonable depreciation in value thereof the said W. J. Waller or his legal representative may take the said property or any part thereof into his possession - upon taking possession of said property or any part thereof either in case of default or as above provided the said W. J. Waller or his legal representative may proceed to sell the same or any part thereof at public auction to the highest bidder for cash at the Court House door in the City of Moberly County of Randolph and State of Missouri having first given 10 days public notice of the time terms and place of sale and property to be sold by six written handbills put up in public places in said City of Moberly and after satisfying the necessary expenses and expenses incurred by said sale and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to J. B. Dorman or his legal representative. In witness whereof I have hereunto set my hand and seal this 13th day of March A.D. 1878

J. B. Dorman Seal

State of Missouri
County of Randolph
Be it remembered that on this thirteenth day of March A.D. 1878 before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came J. B. Dorman who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Moberly in said County the day and year first above written. My commission will expire Nov 12th 1881

Went T. Rouse Notary Public

Filed for record March 15th 1878 at 9 o'clock A.M.
C. H. Vance Recorder

Know all men by these presents that the undersigned sundry J. B. Harris of Randolph County Missouri in consideration of the sum of one hundred and forty Dollars to me paid by J. B. Shafer, C. B. Shafer and J. M. Shafer known as the firm of J. B. Shafer & Sons and David M. Carter of Randolph County Missouri do sell assign transfer and set over unto the said J. B. Shafer & Sons and David M. Carter their executors administrators and assigns my entire crop of tobacco now on hand and ready for market and to remain in my possession until sold and delivered upon condition that if I pay to said J. B. Shafer & Sons and David M. Carter their executors administrators and assigns the aforesaid sum of one hundred and

This chattel mortgage is satisfied
in full May 11th 1878
Attest C. H. Vance Notary
By J. B. Harris

The amount due me on this chattel
 street mortgage has been paid in full this 15th day of March 1878
 by J. H. Hearn
 J. H. Hearn
 Deputy

forty dollars for which they hold my notes respectively then
 this conveyance shall be void otherwise to remain in full force
 and effect. And in case default be made in the pay-
 ment of the debt above mentioned or any part thereof or of
 the interest due thereon on any day when the same ought
 to be paid then the whole sum shall at the election of the said
 J. B. Shafer & sons and said H. Carter become immediately
 due and payable. The property hereby sold and conveyed
 to remain in my possession until default be made in
 the payment of the said debt and interests or some part thereof
 but in case of a sale or disposal or attempt to sell or dispose
 of said property or a removal of or attempt to remove the same
 from my premises without their consent or an unreasonable
 depreciation in value thereof the said J. B. Shafer & sons and
 said H. Carter or their legal representatives may take the
 said property or any part thereof into their possession.

Upon taking possession of said property or any part thereof
 either in case of default or as above provided the said J. B. Shafer & sons
 and said H. Carter or their legal representatives may
 proceed to sell the same or any part thereof at Public
 auction to the highest bidder for cash at the farm of
 said Andrew J. Hearn or in the town of Mountbelle County
 of Randolph and state of Missouri having first given
 ten days public notice of the time, terms and place of sale
 and property to be sold by J. B. Shafer & sons and said H. Carter
 and after satisfying the necessary costs charges and expenses
 incurred by them and paying said debt and interest out of
 the proceeds of such sale they shall pay over the surplus
 if any to Andrew J. Hearn or his legal representatives.

In witness whereof I have hereunto set my hand and
 seal this 15th day of March A.D. 1878

A. J. Hearn's (Seal)

State of Missouri }
 County of Randolph } ss. We it remembered that on this 15th
 day of March A.D. 1878 before the undersigned Clerk of
 the circuit court within and for the County of Randolph
 aforesaid personally came A. J. Hearn who is personally
 known to me to be the same person whose name is sub-
 scribed to the foregoing instrument of writing as party thereto
 and acknowledged the same to be his act and deed for the
 purposes therein mentioned.

In testimony whereof I have
 hereunto set my hand and affixed my official seal at
 office in Mountbelle Mt said County the day and year first
 above written

L. H. Hearn

Clerk

Filed for record March 15th 1878 at 10 o'clock
 30 minutes P.M.

L. H. Hearn

Recorder

your mortgage is satisfied in full this 19th May 1899
attest L. H. - dance & R. J. H. - Pitney

I know all men by these presents that the undersigned William James of Randolph County, Mississippi in consideration of the sum of five hundred \$500⁰⁰ Dollars to him paid by J. M. Pitney of Randolph County, Mississippi do sell assign transfer and set over unto the said J. M. Pitney his executors administrators and assigns - All the following described personal property, to wit: Thirty (30) Head of three year old steers which I know own and am feeding on my farm in Randolph County, Mississippi - Farm known as the Joel Smith farm. Upon condition that if I pay to said J. M. Pitney his executors administrators and assigns five hundred Dollars with interest agreeably to any note of even date herewith then this conveyance shall be void otherwise to remain in full force and effect and in case default be made in the payment of the debt above mentioned or any part thereof or of the interest due thereon on any day when the same ought to be paid then the whole sum shall at the election of the said J. M. Pitney become immediately due and payable. The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest or some part thereof - but in case of a sale or disposal or attempt to sell or dispose of said property or a removal of or attempt to remove the same from my possession without the written consent of the said J. M. Pitney or an unreasonable depreciation in value thereof the said J. M. Pitney or his legal representative may take the said property or any part thereof into his possession. Upon taking possession of said property or any part thereof either in case of default or as above provided the said J. M. Pitney or his legal representative may proceed to sell the same or any part thereof at Public auction to the highest bidder for cash at the said Wm James Farm in the Co of Randolph County of and State of Mississippi having first given 30 days public notice of the time terms and place of sale and property to be sold by J. M. Pitney by five written or printed notices put up in as many 3 public places as And after satisfying the necessary costs charges and expenses incurred by him and paying said debt and interest out of the proceeds of such ^{the} sale, I shall pay over the surplus if any to the said William James or his legal representative. In witness whereof I have herewith set my hand and seal this fifteenth day of March A.D. 1878

Mr James Scott

State of Missouri }
County of Randolph } ss I do hereby certify that on the fifteenth
day of March, A.D. 1898 before the undersigned a notary Public within
and for the County of Randolph aforesaid personally came William James
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument of writing as party thereto and
acknowledged the same to be his act and deed for the purposes therein
mentioned - In testimony whereof I have hereunto set my hand and af-
fixed my official seal at my office in Heitzel in said county the day and
date first above written I was justified Aug 11th 1896 Expire Aug 11th 1898

Index for record March 16th 1878
at 4 O'clock 30' A.M. G.H. Hanna Recorder

H. L. Remondet N.P.

Know all men by these presents that the undersigned Joseph W. Stamper of Randolph County, Missouri in consideration of the sum of forty two and 50/100 dollars to him paid by John or Stewart of the aforesaid Randolph County, Missouri do sell assign transfer and set over unto the said John or Stewart his executors administrators and assigns, One Red cow four years old - One speckled cow three years old. Upon condition that if I pay to said John or Stewart his executors administrators and assigns a certain promissory note dated Nov 1st 1877, given for 42^{50/100} with 10% interest compounded annually from date it is understood and agreed that said Stewart is not to foreclose this mortgage by sale until nine months from the date hereof that is previous to the 20th of December 1878 then this conveyance shall be void otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned or any part thereof or of the interest due thereon on any day when the same ought to be paid then the whole sum shall at the election of the said John or Stewart become immediately due and payable. The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest or some part thereof but in case of a sale or disposal or attempt to sell or dispose of said property or a removal of or attempt to remove the same from Randolph County Missouri or an unreasonable depreciation in value thereof the said John or Stewart or his legal representatives may take said property or any part thereof into his possession upon taking possession of said property or any part thereof either in case of default or as above provided the said John or Stewart or his legal representatives may proceed to sell the same or any part thereof at public auction to the highest bidder for cash at my place of Residence in the County of Randolph and State of Missouri having first given 10 days public notice of the time, terms and place of sale and property to be sold by three written or printed handbills put up in 3 public places in said County - and after satisfying the necessary costs charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to the said Joseph W. Stamper or his legal representatives. In witness whereof I have hereunto set my hand and seal this 20th day of March A.D. 1878.

State of Missouri }
County of Randolph }
Joseph W. Stamper (Seal)
Be it remembered that on this 20th day of March A.D. 1878 before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came Joseph W. Stamper who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and acknowledge the same to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Hannibal in said County the day and year first above written. I was qualified for a term ending March 28th 1883. Will C. Kirby Notary Public

Filed for record March 20th 1878 at 8 O'clock A.M.

W. C. Vance Recorder

Know all men by these presents, that the undersigned John S Mattocks of Huntsville, Randolph County, Missouri, in consideration of the sum of Dollars to me paid by John N Stewart of Huntsville, Randolph County, Missouri do sell, assign, transfer and set over unto the said John N Stewart his executors, administrators and assigns, one stove (Cooking) 2 Bedsteads - 1 table 1 stand & 6 chairs - 1 Rocking chair 1 Singer sewing Machine, 1 carpet supposed to contain about 18 yards - all dishes and bedding now included in my household goods, or that may be hereafter added to or become a part of my household goods. Upon condition, that if I pay to said John N Stewart his executors, administrators and assigns, a certain promissory note of even date herewith given for ninety one & 1/100 Dollars due and payable Twelve months after date & with 10% compounded interest from date then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said John N Stewart become immediately due and payable.

The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from my place of residence, or an unreasonable depreciation in value thereof, the said John N Stewart or his legal representatives may take the said property, or any part thereof, into his possession. Upon taking possession of said property, or any part thereof, either in case of default or as above provided, the said John N Stewart or his legal representative may proceed to sell the same, or any part thereof, at public auction, to the highest bidder for cash, at my place of residence at the time in the County of, and State of Missouri, having first given ten days public notice of the time, terms and place of sale, and property to be sold by 3 written or printed handbills, placed at 3 public ^{places}. And after satisfying the necessary costs, charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to said John Mattocks or his legal representatives. In witness whereof, I have hereunto set my hand and seal this 29th day of March, A.D. 1878

State of Missouri }
County of Randolph }²⁵

John S Mattocks ^{my} Seal

Be it remembered, that on this 29th day of March A.D. 1878, before the undersigned, a Notary Public within and for the County of Randolph aforesaid, personally came John S Mattocks who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Huntsville in said County the day and year first above written. I was qualified for a term ending March 25th

1883
L.S.

Will C Kirby

Notary Public

Filed for record this 29th day of March A.D. 1878 at 1 o'clock 45 minutes P.M.
C H Vance Recorder

Be it remembered that I W^m H. Sutton in consideration of Seventy five dollars (\$75⁰⁰) to me paid by Benjamin Hardie of the County of Randolph and State of Missouri do sell and convey to the said Benjamin Hardie the following described goods and chattels to wit: One black horse, four years old and one brown horse ten years old blind in left eye and one mare twelve years old and one mare colt, one year old and two Wagon. The said property above mentioned being in Randolph County and State of Missouri, warranted free of encumbrance and against any adverse claims, upon conditions that I pay to the said Benj Hardie seventy five dollars with ten percent interest from date. Twenty five dollars to be paid May 1st 1878 Twenty five dollars to be paid June 1st 1878 Twenty five dollars to be paid July 1st 1878 agreeable to my note dated March 15th 1878 for that sum paid above to the said Benjamin Hardie or order on demand with interest This deed shall be void, otherwise in full force and effect. The parties agree that the said stock shall remain in the possession of the said W^m H. Sutton until contract broken but after contract broken, the said Ben Hardie may at his pleasure take and remove the same and may enter into any building or premises of the said W^m H. Sutton for that purpose. Witness my hand and seal this the 15th day of March 1878—
W^m H. Sutton

The State of Missouri, County of Randolph on this the 15th day of March 1878 personally appeared before me the undersigned Notary Public of Randolph County and State of Missouri W^m H. Sutton whose name is subscribed to the foregoing Mortgage as a party thereto and acknowledged the purpose therein mentioned.

Witness my hand and signature this the 15th day of March 1878

Qualified Nov 25 1874

Expires Nov 25 1878

G. C. Powell

Notary Public

On or before the 1st day of July 1878 I promise to pay Benjamin Hardie Seventy five dollars, with interest at the rate of ten percent from date. Twenty five dollars to be paid May 1st 1878

Twenty five dollars to be paid June 1st 1878 and twenty five dollars to be paid July 1st 1878. This note secured by mortgage
W^m H. Sutton

Filed for record 30th day March 1878 at 5, 30 o'clock P.M.

C. H. Kance Recorder

This mortgage is satisfied in full this 20th Oct 1899
 att'd by H. Hance John N. Taylor

Know all men by these presents, that the undersigned Robert Riley of Randolph County Missouri, in consideration of the sum of Ten dollars to him paid by John N Taylor of Randolph County Mo do sell, assigns, transfer and set over unto the said John N Taylor his executors, administrators and assigns, one Red and white cow 6 years old, upon condition, that if I pay to said John N Taylor his executors, administrators and assigns, the said sum of ten dollars as evidenced by note of even date herewith due one day after date and to bear interest at the rate of ten percent per annum compounded then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said John N Taylor become immediately due and payable. The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest, or some part thereof, but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from Randolph County, or an unreasonable depreciation in value thereof, the said John N Taylor or his legal representative may take the said property, or any part thereof, into his possession. Upon taking possession of said property, or any part thereof, either in case of default or as above provided the said John N Taylor or his legal representative may proceed to sell the same or any ^{part} thereof, at public auction, to the highest bidder for cash, at the Court House door in the City of Huntsville County of Randolph and State of Missouri, having first given twenty days public notice of the time, terms and place of sale, and property to be sold by 5 written or printed handbills posted up in five public places in said township said County. And after satisfying the necessary costs, charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to Robert Riley or his legal representative. In witness whereof I have hereunto set my hand and seal this 30th day of March A.D. 1878

Robert Riley

Seal

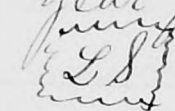
Signed sealed and delivered in presence of us Alex H Walter

State of Missouri

County of Randolph

Be it remembered that on this 30th day of March, A.D. 1878, before the undersigned, Clerk of the Circuit Court within and for the County of Randolph aforesaid, personally came Robert Riley who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Huntsville Mo in said County the day and year first above written



C. H. Hance Clerk

Filed for record this 30th day of March A.D. 1878 at 10 o'clock 25 minutes A.M.

C. H. Hance Recorder

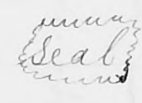
This chattel mortgage is satisfied in full this 27th of March 1879
 attested & H. Hancock by J. S. Brand, deputy

Know all men by these presents, that Robert Riley of the County of Randolph and State of Missouri, in consideration of the sum of one dollar to me paid by John A. Weather of the County of Randolph and State of Missouri do Sell and convey to said John A. Weather the following goods and chattels, to wit, One dun horse three years old about fifteen hands high warranted free of encumbrance, and against any adverse claims:

Upon condition, that I pay to said John A. Weather the sum of Twenty nine & 60 Dollars and interest, agreeable to a certain promissory note dated on the 30th day of March 1878, and made payable to the said John A. Weather as follows, to wit: Six months after with ten percent interest from date and if interest be not paid annually to become as principle and bear the same rate of interest then this deed shall be void, otherwise it shall remain in full force and effect. The parties hereto agree that, until conditions broken, said property may remain in possession of the said Robert Riley but after condition broken, the said John A. Weather may at his pleasure take and remove the same, and may enter into any building or premises of the said Robert Riley for that purpose.

Witness our hands and seals, this 30th day of March A.D. 1878.

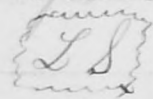
Signed sealed and delivered,
in the presence of us

Robert ^{his} Riley ^{mark} 

Gas D. Head

State of Missouri }
County of Randolph } ss. Be it remembered, that on this 30th day of March A.D. 1878 before the undersigned, a Notary Public within and for the County aforesaid, personally came Robert Riley who is personally known to me to be the same person whose name is subscribed to the foregoing chattel Mortgage as party thereto, and acknowledged the same to be his act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereto subscribed my name and affixed my official seal at my office in Hunterville in said County the day and year aforesaid. My Term expires Oct 10th 1881



Alex H. Waller Notary Public

Filed for record on the 30th day of March A.D. 1878 at 9 o'clock 30 minutes A.M.

C. H. Hance
Recorder

This deed made and entered into this 27th day of March eighteen hundred and seventy eight by and between Meert Epler, J. S. Higgins Edward Bonchard A. R. Kennedy of the County of Randolph State of Missouri parties of the first part G. F. Rothwell of the County of Randolph State of Missouri party of the second part and Nicholas Le Brun of the County of St. Louis State of Missouri party of the third part. Witnesseth that the said parties of the first part in consideration of the debt and trust herein after mentioned and created and of the sum of one dollar to them paid by the said party of the second part the receipt of which is hereby acknowledged do by these presents grant bargain and sell convey and confirm unto the said party of the second part

the following described personal property situate lying and being in the County of Randolph and State of Missouri to wit: One set of Brass Band instruments viz one E flat cornet - one B flat cornet - one E flat alto one E flat alto trombone one B flat tenor trombone one B flat Baritone one E flat base being & intended to be the set of instruments sold by said LeBrun to said first parties & this day delivered to them.

To have and to hold the same with the appurtenances to the party of the second part and to his successor or successors in their trust and to him and his grantees and assigns forever. In trust however for the following purposes: Whereas the said first parties, the said parties of the first part have this day made executed and delivered to the said party of the third part their & promissory notes of even date herewith by which they promise to pay to the said Nicholas LeBrun or order for value received one hundred & fifty dollars. One of said notes being for the sum of fifty two & $\frac{50}{100}$ dollars due in sixty days from date - The other of said notes being also for the sum of fifty two & $\frac{50}{100}$ dollars due in four months after date both bearing interest from date at rate of ten per cent per annum & over therefore if the said parties of the first part or any one for them shall well and truly pay off and discharge the debt and interest expressed in said notes and every part thereof when the same become due and payable according to the true tenor date and effect of said notes then this deed shall be void and the property hereinbefore conveyed shall be released at the cost of the said parties of the first part. But should the said first parties fail or refuse to pay the said debt and the said interest or any part thereof when the same or any part thereof shall become due and payable according to the true tenor date and effect of said notes then the whole shall become due and payable and this deed shall remain in force and the said party of the second part or in case of his absence death refusal to act or disability in any wise the then acting Sheriff of Randolph County Missouri at the request of the legal holder of the said notes or one of them may proceed to sell the property hereinbefore described or any part thereof at public vendue to the highest bidder at the Court House door in the City of Moberly of the Moberly Court of common Pleas in Randolph County Missouri for cash first giving (10) ten days public notice of the time terms and place of sale and of the property to be sold by advertisement in some newspaper printed and published in the said city of Moberly or by three written handbills put up at 3 public places in said city and upon such sale shall execute and deliver a bill of sale of the property sold to the purchaser or purchasers thereof and receive the proceeds of said sale and any statement of facts or recital by the said trustee in relation to the non payment of the money secured to be paid the advertisement sale receipt of the money and the execution of the bill of sale to the purchaser shall be received as prima facie evidence of such fact and such trustee shall out of the proceeds of said sale pay first the cost and expenses of executing this trust including legal compensation to the trustee for his services and next he shall apply the proceeds remaining over to the payment of said debt and interest or so much thereof as remains unpaid and the remainder if any shall be paid to the said parties of the first part or their legal representatives.

and the said parties of the second part covenant faithfully to perform and fulfill the trust herein created not being liable or responsible for any mischance occasioned by others. In witness whereof the said parties have hereunto set their hands and seals the day and year first above written

Mort Epler *(Seal)*
 Edward J. Brachard *(Seal)*
 A. B. Kennelly *(Seal)*
 J. S. Higgins *(Seal)*

State of Missouri
 County of Randolph } We it remembered that on this 27 day of
 March A.D. 1878 before the undersigned a notary Public within
 and for the county of Randolph said state of Missouri personally
 came Mort Epler Edward Brachard A. B. Kennelly & J. S. Higgins
 who are each personally known to me to be the same persons
 whose names are subscribed to the foregoing instrument of writing
 as parties thereto and acknowledged that they executed the
 same for the uses and purposes therein mentioned. In testimony
 whereof I have hereunto set my hand and affixed my official
 seal at my office in Moberly, Mo. the day and year first
 above written. Qualified May 23rd 1876. Comm. Expires
 May 20th 1882

W. G. Clark Notary Public
 Filed for record March 30th 1878 at 5 o'clock 30 P.M.
 C. H. Moore Recorder

Know all men by these presents that the undersigned
 W. B. Denigney of Randolph County Missouri in consideration of
 the sum of one hundred and twenty one & 45/100 Dollars to him
 paid by John or Stewart of Mountville Randolph County Missouri
 do hereby assign transfer and set over unto the said John or Stewart his
 executors administrators and assigns - One Brown gray horse about
 seven or eight years old about sixteen hands high also
 one bay horse about fifteen hands & one and a half inches
 high five years old also one two horse wagon and one set
 of double harness for same - Upon conditions that if he pay to
 said John or Stewart his executors administrators and assigns
 a certain promissory note of vendate hereunto for one hundred
 and twenty one & 45/100 Dollars one and payable seven months
 from date with 10% interest compound per year then this con-
 veyance shall be void otherwise to remain in full force and
 effect and in case default be made in the payment of the
 debt above mentioned or any part thereof or of the interest due
 thereon on any day when the same ought to be paid then
 the whole sum shall at the election of the said John or Stewart
 become immediately due and payable - The property hereby sold
 and conveyed to remain in his possession until default be
 made in the payment of the said debt and interest or some part thereof
 but in case of a sale or disposal or attempt to sell or dispose of
 said property or a removal of or attempt to remove the same from Ran.

and the County of Meigs or an unreasonable depreciation in value thereof the said John or Stewart or his legal representative may take the said property or any part thereof into his possession.

Upon taking possession of said property or any part thereof either in case of default or as above provided the said John or Stewart or his legal representative may proceed to sell the same or any part thereof at public auction to the highest bidder for cash at Court House door in the City of Huntsville County of Randolph and State of Meigs having first given ten days public notice of the time and place of sale and property to be sold by three million or printed hand bills placed in three public places in said County. And after satisfying the necessary costs charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to W. B. Denney or his legal representative.

In witness whereof I have hereunto set my hand and seal this 2nd day of April A.D. 1878

W. B. Denney *CLERK*

State of Meigs

County of Randolph } *Do* Be it remembered that on this 2nd day of April A.D. 1878 before the undersigned a notary Public within and for the County of Randolph aforesaid personally came W. B. Denney who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and acknowledged the same to be his act and deed for the purpose therein mentioned. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Huntsville in said County the day and year first above written.

W. B.

I was qualified for a term ending March 28th 1883

Will C. Kirby, Notary Public

Filed for record April 2nd 1878 at 11 O'clock 45th A.M.

G. B. Gamm Recorder

Know all men by these presents that the undersigned J. B. Burton of Randolph County Meigs in consideration of the sum of one dollar to him paid by G. W. Taylor of Randolph County Meigs do sell assign transfer and set over unto the said G. W. Taylor his executors administrators and assigns one yellow mare three years old two and a half cows one a red pided cow the other a brown cow together with their increase 1200 yearling Hefers and ten head of Sheep and their increase all now in possession of the said J. B. Burton Upon condition that if I pay to the said G. W. Taylor the her executors administrators and assigns the sum of one hundred and twenty one $25\frac{1}{100}$ dollars according to my promissory note executed this day to the said G. W. Taylor then this conveyance shall be void otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned or any part thereof or of the interest due thereon on any day when the same ought to be paid then the whole sum shall at the election of the said G. W. Taylor become immediately due and payable. The property hereby sold and conveyed to remain

The mortgage is satisfied in full this 2nd day of April 1878 Geo. W. Taylor att'd L. H. Haines Clerk

in my possession until default be made in the payment of the said debt and interest or some part thereof but in case of a sale or disposal or attempt to sell or dispose of said property or a removal of or attempt to remove the same from my possession or an unreasonable depreciation in value thereof the said Geo W Taylor or his legal representative may take the said property or any part thereof into his possession. Upon taking possession of said property or any part thereof either in case of default or as above provided the said Geo W Taylor or his legal representative may proceed to sell the same or any part thereof at public auction to the highest bidder for cash at any place in the County of Randolph and State of Missouri first having given ten days public notice of the time, terms and place of sale and property to be sold by ten written or printed hand bills put up in ten public places and after satisfying the necessary costs charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to S. H. Burton or his legal representative. In witness whereof I have hereunto set my hand and seal this 3rd day of April A.D. 1878

S. H. Burton *[Signature]*

State of Missouri
County of Randolph } ss. We it remembers that on this 3rd day of April A.D. 1878 before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came S. H. Burton who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Mountbello Mo in said County the day and year first above written. I was qualified 14 Sept 1874 & my term expires 10 Sept 1878

[Signature]

Geo W. Hirschbach Notary Public

Filed for record April 3rd 1878 at 9 o'clock 30' A.M.

C. H. Vance Recorder

Know all men by these presents that C. A. Meisle of the County of Randolph and State of Missouri in consideration of the sum of one Dollar to me paid by W. A. Rutherford of the County of Randolph and State of Missouri do sell and convey to said W. A. Rutherford the following goods and chattels to wit one horse mule about 15 hands high five years old this spring of a brown color one sorrel horse with blaze in face six years old about 14 3/4 hands high & warranted free of encumbrance and against any adverse claims. Upon condition that I pay to said W. A. Rutherford the sum of seventy five Dollars and interest agreeably to a promissory note dated on the 16th day of April 1878 and made payable to the said W. A. Rutherford as follows to wit nine months after date with interest from date at the rate of ten per cent per annum and if the

The mule herein described is released from this mortgage this 12th Nov 1878
Witness L. A. Vance Secy R. A. Hirschbach

This chattle mortgage is satisfied in full this 18th day of June 1881
Attest C. H. Vance Clerk of C. C. Bonds & Co. W. A. Rutherford

interest be not paid annually to become as principal and bear same rate of interest then this deed shall be void otherwise it shall remain in full force and effect. The parties hereto agree that until condition broken said property may remain in possession of said Geo. Heisle but after condition broken the said W.A. Rutledge may at his pleasure take and remove the same and may enter into any building or premises of the said Geo. Heisle for that purpose.

Witness our hands and seals this 6th day of April A.D. 1878

Geo. Heisle

State of Missouri
County of Randolph } Be it remembered that on this 6th day of April A.D. 1878 before the undersigned a notary Public within and for the County aforesaid personally came Geo. Heisle who is personally known to me to be the same person whose name is subscribed to the foregoing Chattel Mortgage as party thereto and acknowledged the same to be his act and deed for the uses and purposes therein mentioned. In testimony whereof I have hereto subscribed my name and affixed my official seal at my office in Hannibal in said County the day and year aforesaid my term expires Oct 10th 1881

Alex W. Walker notary Public

Filed for record April 6th 1878 at 3 o'clock 45th P.M.

W. H. Vance Recorder

By J. A. H. deputy

Know all men by these presents that James Mackay of the County of Randolph and state of Missouri in consideration of the sum of sixty five dollars to him paid by J. D. Bailey of the County of Randolph and state of Missouri do sell and convey to said J. D. Bailey the following goods and chattels to wit One Iron Gray Horse nine three years old this spring about fourteen hands and three inches high also one mouse colored horse nine four years old this spring about fourteen hands high and three inches high warranted free of encumbrance and against any adverse claims. Upon condition that he pay to said J. D. Bailey the sum of sixty five dollars and interest agreeably to a note dated on the 20th day of March 1878 and made payable to the said J. D. Bailey as follows to wit One day after date I promise to pay J. D. Bailey or order Sixty five Dollars for value received negotiable and payable without defalcation or discount and with interest from date at the rate of ten percent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest.

Signed James Mackay

then this deed shall be void otherwise it shall remain in full force and effect. The parties hereto agree that until condition broken said property may remain in possession of James Mackay. But after condition broken the said J. D. Bailey may at his pleasure take and remove the same and may enter into any building

This deed of mortgage is satisfied in full this 19th May 1899 J. D. Bailey

attest to H. Vance & R.

or premises of the said J. D. Mackay for that purpose
 Witness our hands and seals this 20th day of March 1878
 James Mackay *Seal*
 J. Bailey *Seal*

State of Missouri }
 County of Randolph } Be it remembered that on this 20th day
 of March A. D. 1878 before the undersigned a Notary Public
 within and for the county aforesaid personally came James Mackay
 who is personally known to me to be the same person whose
 name is subscribed to the foregoing Chattel Mortgage as party
 thereto and acknowledges the same to be his act and deed
 for the uses and purposes therein mentioned. In testimony
 whereof I have hereunto subscribed my name and affixed
 my official seal at my office in Remick in said county
 the day and year aforesaid. I was qualified Nov 25th 1874
 and my term expires Nov 25th 1878

J. C. Powell Notary Public

Filed for record April 10th 1878 at 5 o'clock 30' P. M.
 C. E. Hand Recorder

Know all men by these presents that we
 J. A. Johnson and Robert Johnson of the County of Randolph
 and state of Missouri in consideration of the sum of
 two hundred and five dollars to them paid by J. D. Bailey
 of the County of Randolph and state of Missouri do sell and
 convey to said J. D. Bailey the following goods and chattels
 to wit: One black horse mule four year old this spring fifteen
 and a half hands high and one dark bay horse mule seven
 year old this spring sixteen hands high also one two horse
 wagon and harness. The wagon was made by J. H. Williams
 of Remick. warranted free of encumbrance and against
 any adverse claim. Upon condition that they pay to
 said J. D. Bailey the sum of two hundred and five dollars
 and interest agreeably to their note dated on the 12th day of
 March 1878 and made payable to the said J. D. Bailey as follows
 to wit: One day after date we promise to pay to the order of
 J. D. Bailey two hundred and five dollars for value received
 negotiable and payable without abatement or discount
 and with interest from date at the rate of ten percent
 per annum and if the interest be not paid annually
 to become as principal and bear the same rate of interest

Signed J. A. Johnson and Robert Johnson

Then this deed shall be void otherwise it shall remain in full force
 and effect. The parties hereto agree that until condition broken
 said property may remain in possession of J. A. Johnson and
 Robert Johnson but after condition broken the said J. D. Bailey
 may at his pleasure take and remove the same
 and may enter into any building or premises of the said
 J. A. Johnson and Robert Johnson for that purpose

Witness our hands

This deed of Mortgage is Subscribed in full this 19th May 1879
 Attest L. H. Hanes
 J. D. Bailey

and seals this 12th day of March A.D. 1878

Signed sealed and delivered

J. A. ^{his} Johnson ^{mark} (Seal)

in presence of us

Witness G. C. Powell

Robert ^{his} Johnson ^{mark} (Seal)

State of Mississippi

J. D. Bailey

County of Randolph } 58

Be it remembered that on this 12th day of March A.D. 1878 before the undersigned a notary within and for the county aforesaid personally came J. A. Johnson and Robert Johnson who are personally known to me to be the same persons whose names subscribed to the foregoing Chattel Mortgage as parties thereto and acknowledged the same to be their act and deed for the uses and purposes therein mentioned - In testimony whereof I have hereto subscribed my name and affixed my official seal at my office in Penick in said County the day and year aforesaid - I was qualified Nov 25 1874 and my term expires Nov 25 1878

G. C. Powell Notary Public

Filed for record April 10th 1878 at 8 o'clock 30th A.M.

C. H. Keance Recorder

Know all men by these presents that the undersigned Chas Berlet and George Gatehouse of Randolph County in consideration of the sum of one hundred and fifty dollars to them paid by Charley Abrecht of Randolph County do sell assign transfer and set over unto the said Charley Abrecht his executors administrators and assigns all the following named personal property to wit - Two Billiards and Pool tables one ice chest one counter and shelving and all bar fixtures consisting of fifteen pictures five dozen bar glasses, one mirror ^(silver trimmers half dozen small) silver spoons six small tables sixteen chairs one stove and one clock - Upon condition that if we pay to said Charley Abrecht his executors administrators and assigns one hundred and fifty dollars evidenced by a note of even date herewith then this conveyance shall be void otherwise to remain in full force and effect - and in case default be made in the payment of the debt above mentioned or any part thereof or of the interest due thereon on any day when the same ought to be paid then the whole sum shall at the election of the said Charley Abrecht become immediately due and payable - The property hereby sold and conveyed to remain in our possession until default be made in the payment of the said debt and interest or some part thereof but in case of a sale or disposal or attempt to sell or dispose of said property or a removal of or attempt to remove the same from Meekins Randolph County Mississippi or an unreasonable depreciation in value thereof the said Charley Abrecht or his legal representatives may take the said property or any part thereof into his possession - Upon taking possession of said property or any part thereof either in case of default or as above provided the said Charley Abrecht or his legal representatives may proceed to sell the same

or any part thereof at public auction to the highest bidder for cash at court house door in the city of Mecklenburg County of Randolph and State of Mississippi having first given 20 days public notice of the time, terms and place of sale and property to be sold by five written or printed handbills put up at public places in Mecklenburg and after satisfying the necessary costs charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to Chris Berlet and George Gutkunst or their legal representatives.

In witness whereof we have hereunto set our hands and seals this 9th day of April A.D. 1878

Geo Gutkunst *Geo*

Ch Berlet *Ch*

State of Mississippi }
County of Randolph } ss Be it remembered that on this 9th day of April A.D. 1878 before the undersigned a Notary Public within and for the county of Randolph aforesaid personally came Chris Berlet and George Gutkunst who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto and acknowledged the same to be act and deed for the purposes therein mentioned - In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Mecklenburg in said county the day and year first above written. My commission expires Nov 12 1881

JD

O. J. Rouse Notary Public

Filed for record April 10th 1878 at 5 o'clock 30th P.M.

L. H. Deane Recorder

I know all men by these presents that I Thomas Mc Rily of the County of Randolph and State of Mississippi in consideration of the sum of one hundred and sixty Dollars to me paid by Henry J. Fort of the County of Randolph and State of Mississippi do sell and convey to said Henry J. Fort the following goods and Chattels to wit One Dark Brown Horse mule (bill) about 15 hands high one Black horse mule (jack) about 15 hands high being the mules purchased of Mrs. Richardson - One two horse wagon and harness complete warranted free of encumbrance and against any adverse claims

Upon condition that I pay to said H. J. Fort the sum of one hundred and sixty Dollars and interest agreeable to a promissory note dated on the 10th day of April 1878 and made payable to the said Henry J. Fort or order as follows to wit - Payable one day after date with interest at the rate of ten percent per annum from date until paid and to be compounded if not paid annually then this deed shall be void otherwise it shall remain in full force and effect

The parties hereto agree that until condition broken said property may remain in possession of the said Thomas Mc Rily

But after condition broken the said Henry T Hart may at his pleasure take and remove the same and may enter into any building or premises of the said Thomas W Riley for that purpose and sell the same at public vendue for cash first giving ten days public notice of the property & terms & place of sale and apply the proceeds to the payment of said debt or any part that may be unpaid the balance if any to be paid to said Riley or his representatives witness our hands and seals this 10th day of Apr. A.D. 1878

Signed sealed and delivered
in presence of us

Thomas ^{his} W Riley Seal

Wm H Walter

State of Missouri }
County of Randolph } ss We it remembered that on this 13th day of April A.D. 1878 before the undersigned Clerk of the circuit court within and for the county aforesaid personally came Thomas W Riley who is personally known to me to be the same person whose name is subscribed to the foregoing Chattel mortgage as party thereto and acknowledges the same to be his act and deed for the use and purposes therein mentioned - In testimony whereof I have hereunto subscribed my name and affixed my official seal at my office in Monticello in said county the day and year aforesaid.

C. H. Hance clk

Filed for record April 13th 1878 at 11 O'clock A.M.

C. H. Hance recorder

Know all men by these presents that Chilton & Child of the county of Randolph and state of Missouri in consideration of the sum of forty seven dollars to him paid by W. S. Robertson of the county of Randolph and state of Missouri do sell and convey to said W. S. Robertson the following goods and chattels to wit: One Red cow about seven years old one son two gilts and seven sheals about 14 months old and all the crop of whatever kind or nature that may be raised on the land of the said W. S. Robertson or any part of the same the said W. S. Robertson retaining his lien upon said crop as landlords in addition to any lien on the same that may be credited by reason of this instrument - warranted free of encumbrance and against any adverse claims - Upon condition that I pay to said W. S. Robertson the sum of forty seven dollars and interest agreeably to a note dated on the 15th day of July 1878 and payable to the said W. S. Robertson as follows to wit: The above sum to be paid on the 1st day of March 1879 and to bear ten per cent but after said date till paid dated July 15 1878 - Then this and shall be void & otherwise it shall remain in full force and effect - The parties hereto agree that until condition broken said property may remain in possession of the said Chilton & Child but after condition broken the said W. S. Robertson may at his pleasure take and remove the same and may enter into any building or premises of the said Chilton & Child for that purpose

Witness our hands and seals this 15th day of July A.D. 1878
 C. F. Hulse Secy

State of Missouri }
 County of Randolph } Be it remembered that on this 15th day of
 April A.D. 1878 before the undersigned Clerk of the circuit court within
 and for the County aforesaid personally came C. F. Hulse who
 is personally known to me to be the same person whose name is
 subscribed to the foregoing chattel mortgage as party thereto and
 acknowledged the same to be his act and deed for the use and
 purposes therein mentioned. In testimony whereof I have hereto
 subscribed my name and affixed my official seal at my
 office in Hannibal Mo in said County the day and year aforesaid
 C. F. Hulse Clerk

Filed for record April 15 1878 at 30 o'clock 35' P.M.
 C. F. Hulse Recorder

Know all men by these presents that the
 undersigned Mrs Mary Rust and J. D. Rust her husband
 of Randolph County Missouri in consideration of the sum of
 One hundred and sixty nine dollars to them paid by American
 Button Hole Overseaming and Sewing Machine Company of
 St Louis Mo do sell assign transfer ^{and convey} into the said company
 Executors administrators and assigns one ward robe, one side board
 marble top one set one marble top center table one parlor stove
 one parlor carpet one stand one half dozen parlor chairs one
 bed room set consisting of Bedstead bureau and wash stand
 and one bed room carpet. All of the aforesaid property being
 now situate in the residence of said Mary Rust and J. D. Rust
 in the City of Moberly Randolph County Missouri.

Upon condition that if we pay to said American Button
 Hole Overseaming and Sewing Machine Company, Executors
 administrators and assigns. Three certain promissory notes dated
 on the 17th day of April A.D. 1878 for the aggregate sum of
 \$169⁰⁰ payable as follows to wit: One April 26 1878 \$56³⁴ one
 March 26 1878 \$56³³ one June 26 1878 \$56³³ with interest thereon
 at the rate of ten per cent per annum until paid then this
 conveyance shall be void otherwise to remain in full force and
 effect and in case default be made in the payment of the
 debt above mentioned or any part thereof or of the interest
 due thereon on any day when the same ought to be paid
 then the whole sum shall at the election of the said American
 Button Hole Overseaming and Sewing Machine Company
 become immediately due and payable. The property hereby
 sold and conveyed to remain in our possession until default
 be made in the payment of the said debt and interest or some
 part thereof but in case of sale or disposal or attempt to sell
 or dispose of said property or a removal of or attempt
 to remove the same from the premises where the same is now
 situated or an unreasonable depreciation in value thereof,
 the said American Button Hole Overseaming and Sewing

machine company or its legal representative may take the said property or any part thereof into ~~its~~ possession. Upon taking possession of said property or any part thereof either in case of default or as above provided the said American, Button Hole Overseaming and sewing machine company or its legal representative may proceed to sell the same or any part thereof at public auction to the highest bidder for cash at front door of the Probate Court of Common Pleas in the city of Moberly, County of Randolph and State of Missouri having first given five days public notice of the time, terms and place of sale and property to be sold by advertising the same in some daily newspaper published in the city of Moberly Mo.

And after satisfying the necessary costs charges and expenses incurred by it and paying said debt and interest out of the proceeds of such sale it shall pay over the surplus if any to said Mrs Mary Rust and J. D. Rust her husband or their legal representative. In witness whereof we have hereto set our hands and seals this 17th day of April 1888

Mary Rust *[Signature]*

J. D. Rust *[Signature]*

State of Missouri }
County of Randolph }
Be it remembered that on this 17th day of April A.D. 1888 before the undersigned a notary Public within and for the County of Randolph aforesaid personally came Mary Rust and J. D. Rust her husband who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument of writing as parties thereto and acknowledged the same to be their act and deed for the purposes therein mentioned.

In testimony whereof I have hereto set my hand and affixed my official seal at my office in Moberly Mo in said county the day and year first above written.

My term expires Dec 19th 1881

S. P. Miley Notary Public

Filed for record April 17th 1888 at 5 o'clock 30' P.M.

C. H. Vance Recorder

Know all men by these presents that the undersigned James W. Serinisher and David B. Serinisher of Randolph County Missouri in consideration of the sum of one hundred and twenty nine ¹²⁹/₁₀₀ dollars to them paid by Geo W. Dwyler of Randolph County Missouri do sell assign transfer and set over unto the said Geo W. Dwyler his executors administrators and assigns the following described personal property to wit
1 white cow 3 yrs old & suckling calf 1 Red cow 3 yrs old & suckling calf 1 Red and white speckled cow 3 yrs old and suckling calf, 1 Red and white speckled cow three years old & suckling calf 1 Bull 2 years old red and white spotted 1 Red & white yearling heifer - & 8 hogs about 4 months old upon condition that if they pay to said Geo W. Dwyler his executors administrators

This mortgage is satisfied in full this 16th day
 of December 1880
 Geo. W. Taylor
 attested L. H. Hance and Recorded

and assigns the sum of one hundred and twenty one ¹⁰/₁₀₀ dollars
 according to their promissory note of even date herewith then this
 mortgage shall be void otherwise to remain in full force and
 effect and in case default be made in the payment of the
 debt above mentioned or any part thereof or of the interest
 due thereon on any day when the same ought to be paid
 then the whole sum shall at the election of the said Geo. W. Taylor
 become immediately due and payable. The property hereby
 sold and conveyed to remain in their possession until default
 be made in the payment of the said debt and interest or
 some part thereof but in case of a sale or disposal or attempt
 to sell or dispose of said property or a removal of or attempt
 to remove the same from Randolph County Mississippi
 or an unreasonable depreciation in value thereof the said Geo. W. Taylor
 or his legal representative may take the said property or any part thereof
 into his possession upon taking possession of said property or any
 part thereof either in case of default or as above provided the said
 Geo. W. Taylor or his legal representative may proceed to sell the
 same or any part thereof at public auction to the highest bidder
 for cash at the Court House door in the City of Mountville County
 of Randolph and State of Mississippi having first given 20 days
 public notice of the time, terms and place of sale and property to be
 sold by 3 written or printed handbills put up at 3 public places
 in Salt Spring Township Randolph Co. and after satisfying the
 necessary costs charges and expenses incurred by him and
 paying said debt and interest out of the proceeds of such sale
 he shall pay over the surplus if any to said J. M. and David H. Seninscher
 or their legal representatives. In witness whereof we have hereunto
 set our hands and seals this 18th day of April A.D. 1878

J. M. Seninscher Esq.
 D. H. Seninscher Esq.

State of Mississippi
 County of Randolph

As it remembers that on this 18th day of
 April A.D. 1878 before the undersigned clerk of the circuit
 Court within and for the County of Randolph aforesaid
 personally came J. M. Seninscher and David H. Seninscher
 who are personally known to me to be the same persons
 whose names are subscribed to the foregoing instrument
 of writing as parties thereto and acknowledged the same
 to be their act and deed for the purposes therein mentioned

In testimony whereof I have hereunto set
 my hand and affixed my official seal at my
 office in Mountville in said County the day and
 year first above written

L. H. Hance clerk

By Jas. H. Hance deputy

Filed for record April 18th 1878 at 8 o'clock 45 P.M.

L. H. Hance Recorder

By Jas. H. Hance deputy

This mortgage is satisfied in full this 8th Sept 1879
 W. P. Dyson
 and C. H. Vance
 Let R

Know all men by these presents that the undersigned
 William James of Randolph County, Missour in consideration of
 the sum of Eight hundred and forty dollars to him paid by
 W. P. Dyson of Randolph County, Missour as well assign
 transfer and set over unto the said W. P. Dyson his executor
 administrators and assigns the following described personal
 property to wit fifteen head of three year old steers - Also fifteen
 head of four year old steers known as the said W. P. Dyson
 cattle upon condition that if he pay to said W. P. Dyson
 his executor administrators and assigns the considerations
 herein mentioned above namely agreeably to a promissory
 note of this date for that sum payable to the said W. P. Dyson
 then this conveyance shall be void otherwise to remain in
 full force and effect - And in case default be made in the
 payment of the debt above mentioned or any part thereof or of
 the interest due thereon on any day when the same ought to be paid
 then the whole sum shall at the election of the said W. P. Dyson
 become immediately due and payable. The property hereby
 sold and conveyed to remain in his possession until default
 be made in the payment of the said debt and interest or some part
 thereof but in case of a sale or disposal or attempt to sell or dispose
 of said property or a removal of or attempt to remove the same
 from his present place of Residence known as the Joel Smiths
 farm or an unreasonable depreciation in value thereof
 the said W. P. Dyson or his legal representatives may take
 the said property or any part thereof into his possession -
 Upon taking possession of said property or any part thereof
 either in case of default or as above provided the said W. P. Dyson
 or his legal representative may proceed to sell the same or any
 part thereof at public auction to the highest bidder for cash
 at 12 O' clock noon in the town of Hughes County of Randolph and
 State of Missouri having first given twenty days public notice
 of the time terms and place of sale and property to be sold by
 written or printed hand bills put up at Hughes and other
 public places not less than 3 - And after satisfying the necessary
 costs charges and expenses incurred by him and paying said
 debt and interest out of the proceeds of such sale he shall pay
 over the surplus if any to William James or his legal repre-
 sentatives - In witness whereof I have hereunto set my hand
 and seal this 4th day of April A.D. 1878

Wm James (Seal)

State of Missouri }
 County of Randolph } Be it remembered that on this 4th day
 of April A.D. 1878 before the undersigned a notary Public within
 and for the county of Randolph aforesaid personally came
 William James who is personally known to me to be the
 same person whose name is subscribed to the foregoing
 instrument of writing as party thereto and acknowledged the
 same to be his act and deed for the purposes therein mentioned
 In Testimony whereof I have hereunto set my hand

and affixed my official seal at my office in Highbee
 in said county the day and year first above written.
 I was qualified Aug 11th 1882

W. B. Remonds Notary Public

Filed for record April 23rd 1878 at 11 O'clock 15th 1878

W. B. Keener Recorder

Know all men by these presents that the undersigned
 St Clair Page of Randolph County Missouri in consideration
 of the sum of Eighty seven and 45/100 Dollars to him paid by
 William L Thompson of Randolph County Missouri do sell assign
 transfer and set over unto the said William L Thompson
 his executors administrators and assigns all my right
 title and interest in one spotted mare about 11 years old
 15 1/2 hands high also one Bay Mare about 7 years old 15 1/2
 hands high also one milch cow 4 years old yellow and
 white spotted and one milch cow 4 years old red

upon condition that if I pay to said William L Thompson
 his executors administrators and assigns one promissory
 note bearing even date herewith for Eighty Seven and
 45/100 Dollars then this conveyance shall be void otherwise to re-
 main in full force and effect and in case default be made
 in the payment of the debt above mentioned or any part thereof
 or of the interest due thereon on any day when the same ought
 to be paid then the whole sum shall at the election of the said
 William L Thompson become immediately due and payable

The property hereby sold and conveyed to remain in my
 possession until default be made in the payment of the
 said debt and interest or some part thereof but in case
 of sale or disposal or attempt to sell or dispose of said property
 or a removal of or attempt to remove the same from my
 possession or an unreasonable depreciation in value thereof
 the said William L Thompson or his legal representative may
 take the said property or any part thereof into his possession upon taking possession of said property or any part thereof either in
 case of default or as a lien upon the said William L Thompson or his legal representative
 may proceed to sell the same or any part thereof at public auction
 to the highest bidder for cash at the post office near in the
 town of Roanoke County of Howard and State of Virginia
 having first given ten days public notice of the time
 terms and place of sale and property to be sold by putting
 up in silver creek Township six printed or written Howard bills
 and after satisfying the necessary costs charges and expenses
 incurred by sale and paying said debt and interest
 out of the proceeds of such sale he shall pay over the sur-
 plus if any to St Clair Page or his legal representative

In witness whereof I have hereunto set my hand
 and seal this 1st day of March A.D. 1878

St Clair Page (Seal)

State of Missouri

County of Howard } SS

Be it remembered that on this first
 day of March A.D. 1878 before the undersigned a Notary Public
 within and for the county of Howard aforesaid personally com-

St Clair Page who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and acknowledged the same to be his act and deed for the purposes therein mentioned

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Roanoke and

ES

Said county the day and year first above written

John W Bazzy Notary Public

Com expires Aug 3rd 1881

Filed for record April 23rd 1878 at 1 O'clock 15 P.M.

L. H. Hance Recorder

Know all men by these presents that the undersigned Gideon Moorhouse of the County of Randolph Mo In consideration of the sum of thirty two Dollars to him paid by Morrow & Chandler Merch Mo of do sell assign transfer and set over unto the said Morrow & Chandler their Executors Administrators and assigns one two horse wagon made by Williams & Rerrick two wide tread wheels Skinn Upon condition that if I pay to said Morrow & Chandler the sum of thirty two Dollars that being the amount of three notes of even date herewith one for ten Dollars payable in 30 days ^{one for ten Dollars payable in 60 days} one for twelve Dollars payable in 90 days all bearing 10% int from date these three conveyance shall be void otherwise to remain in full force and effect and in case default be made in the payment of the debt above mentioned or any part thereof or of the interest due thereon on any day when the same ought to be paid then the whole sum shall at the election of the said Morrow & Chandler shall become immediately due and payable the property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest or some part thereof but in case of a sale or disposal or attempt to sell or dispose of said property or a removal of or attempt to remove the same from his premises of possession or an unreasonable depreciation in value thereof the said Morrow & Chandler or their legal representative may take the said property or any part thereof into their possession and upon taking possession of said property or any part thereof either in case of default or as above provided the said Morrow & Chandler or their legal representatives may proceed to sell the same or any part thereof at public auction to the highest bidder for cash at Merch Mo in the County of Randolph and State of Missouri having first given ten days public notice of the time terms and place of sale and property to be sold by 5 written or printed handbills posted up in 5 public places in Merch Mo and after satisfying the necessary costs charges and expenses incurred by said and paying said debt and interest out of the proceeds of such sale they shall pay over the surplus if any to Gideon Moorhouse or his legal representative

In witness whereof I have hereunto set my hand and seal this 16th day of Jan A.D. 1878 Gideon Moorhouse and

interlineations before signing

Gideon Moorehouse Seal

State of Missouri }
County of Randolph } ss. We it remembered that on this 16th day
January A.D. 1878 before the undersigned clerk of the Circuit Court
within and for the County of Randolph appeared personally and
Gideon Moorehouse who is personally known to me to be the
same person whose name is subscribed to the foregoing in-
strument of writing as party thereto and acknowledged the same
to be his act and deed for the purposes therein mentioned

In testimony whereof I have hereunto set my
hand and affixed my official seal at my office in
Keokuk in said county the day and year first above written
G. H. Hance, clk.

Filed for record April 29th 1878 at 10 O'clock 30 AM
G. H. Hance Recorder

I know all men by these presents that the undersigned
W. L. Thraillkil of the County of Randolph State of Missouri
for and in consideration of the sum of twelve hundred and
ninety five dollars to him paid by Milton S. Meaupin of the
County of Monroe State of Missouri do sell assign transfer and
set over unto the said Milton S. Meaupin his executor, Adminis-
trator or assigns the following described personal property to wit
thirty seven (37) head of three year old steers this spring of 1878
with different marks and brands said cattle are now being
fed and grazed on the farm of the said W. L. Thraillkil situate
in the south east corner of Randolph County Mo. It is understood
by the parties hereto that the said Thraillkil shall have the right to
sell the above cattle prior to the 1st day of October by first obtain-
ing permission of the said Meaupin to make such sale.

Upon condition that if I pay to the said Milton S. Meaupin or his
Executor Administrator or assigns twelve hundred and ninety five
dollars agreeable to any certain promissory note of one date her-
ewith and due six months from ^{the} date at the per cent interest
per annum said note being executed for the payment of
above mentioned thirty seven head of steers. Then this conveyance
shall be void otherwise to remain in full force & effect
and in case default be made in the payment of the debt above
mentioned or any part thereof or of the interest due thereon on
any day when the same ought to be paid then the whole sum
shall at the election of the said Milton S. Meaupin or his rep-
resentatives become immediately due and payable.

The property hereby sold and conveyed to remain
in my possession until default be made in the pay-
ment of the said debt and interest or some part thereof
but in case of a sale or disposal or attempt to sell or dispose
of said property or a removal of or attempt to remove
the same from my premises above mentioned or an unreasonable
depreciation in value thereof the said Milton S. Meaupin

or his legal representatives may take the said property or any part thereof into their possession. Upon taking possession of said property or any part thereof either in case of default or as above provided the said Milton & Meaupin or his legal representatives may proceed to sell the same or any part thereof at public auction to the highest bidder for cash at or on any premises in the County of Randolph and State of Missouri first having given twenty days public notice of the time, terms and place of sale and property to be sold by posting up three written notice in three separate public places in the neighborhood of my premises and after satisfying the necessary costs, charges and expenses incurred by sale and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to myself or my legal representatives. In witness whereof I have hereunto set my hand and seal this 1st day of April A.D. 1878

W. L. Thraillhill Seal

State of Missouri }
County of Boone } ss Be it remembered that on this 29 day of April A.D. 1878 before the undersigned a notary Public within and for the County of Boone aforesaid personally came W. L. Thraillhill who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto set

my hand and affixed my official seal at my office in Sturgeon in said county this day and year first above written
Commission expires Feb 19, 1880 M. H. Harris Notary

Filed for record April 29th 1878 at 50'clock 45' P.M.

G. B. Plummer Recorder

By Jas. McLean Deputy

Know all men by these presents that James Munton of the County of Randolph and State of Missouri in consideration of the sum of seventy five Dollars to me paid by J. C. Shafer & Sons of the County of Randolph and State of Missouri do sell and convey to said J. C. Shafer & Sons the following goods and chattels to wit one cooking stove one heating stove - 1 dining table 1 candle stand one safe and table ware two beds (one feather bed) four chairs fifteen bed quilts and bed clothes - 1 Bedstead one dozen hens warranted free of encumbrance and against any adverse claims upon condition that I pay to said J. C. Shafer & Sons the sum of 25 Dollars and interest agreeably to note dated on the 24th day of November 1877 and made payable to the said J. C. Shafer & Sons as follows to wit one day after date I promise to pay to the order of J. C. Shafer & Sons seventy five Dollars for value received without falsification or account

and with interest at the rate of ten per cent from date compounded then this deed shall be void otherwise it shall remain in full force and effect. The parties hereto agree that until condition broken said property may remain in possession of James Barton hold until 25 December next but after condition broken the said ~~James Barton~~ may at pleasure take and remove the same and may enter into any building or premises of the said James Barton ^{or} for that purpose witness our hands and seals this 24th day of November A.D. 1877

Signed sealed and delivered ^{his} James Barton call ^{mark} Read
in presence of us John D Austin

State of Missouri
County of Randolph } ss
I, J. B. Bibb, J. P. do hereby certify that on this twenty fourth day of November A.D. 1877 before the undersigned a justice of the peace within and for the county aforesaid personally came James Barton hold who is personally known to me to be the same person whose name is subscribed to the foregoing Chattel Mortgage as party thereto and acknowledged the same to be his act and deed for the uses and purposes therein mentioned. In testimony whereof I have hereto subscribed my name at my office in Hannibal in said county the day and year aforesaid.

J. B. Bibb, J. P.

Filed for record May 7th 1878 at 5 o'clock & Minutes P.M.
W. H. Haines Recorder

Know all men by these presents that the undersigned Frank D Webb of Moabery Randolph County State of Missouri in consideration of the sum of three hundred dollars to him paid by Geo C Crosby of Moabery Randolph County State of Missouri do sell assign transfer and set over unto the said Geo C Crosby his Executors Administrators and assigns all the following described personal Property viz all the property and outfit in what is known as "Crosby's Restaurant" on the north side of Reed street fronting the Merchants Hotel in the City of Moabery and used or had for use or ornament in connection with said Restaurant including show cases, aquariums, Chromos signs ornaments, stoves, tables, chairs, Hat Racks, Looking glasses or mirrors, Table ware knives & forks, spoons silverware heating stoves, cooking stoves castors all cooking utensils, Ice chest press wood and wood shed summer kitchen, all the stock of goods on hand or hereafter purchased & kept on hand and supplies of every kind or name and every thing of whatever nature kind or character hereafter purchased and used in connection with or about the aforesaid Restaurant. Upon condition that if Geo C Crosby

This mortgage is satisfied in full this 26th May 1879
Attest W. H. Haines
Recorder of notes
W & D

his executors administrators and assigns his twelve (12) certain promissory notes of even date herewith for \$100 each due in twelve consecutive months beginning with May 3rd 1878 then this conveyance shall be void otherwise to remain in full force and effect and in case default be made in the payment of the debt above mentioned or any part thereof or of the interest due thereon on any day when the same ought to be paid then the whole sum shall at the election of the said Jno C Crosby his administrator or assigns become immediately due and payable.

The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest or some part thereof but in case of a sale or disposal or attempt to sell or dispose of said property or a removal of or attempt to remove the same from the said Crosby Restaurant or an unreasonable depreciation in value thereof the said Jno C Crosby his assigns or his legal representative may take the said property or any part thereof into their possession upon taking possession of said property or any part thereof either in case of default or as above provided the said Jno C Crosby his assigns or his legal representative may proceed to sell the same or any part thereof at public auction to the highest bidder for cash at the front door of the said Restaurant building in the city of Meeker County of Randolph and State of Missouri having first given five days public notice of the time time and place of sale and property to be sold by advertisement in some newspaper published in said City of Meeker and after satisfying the necessary costs charges and expenses incurred by said sale and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to Frank D. Cobb or his legal representative In witness whereof I have hereunto set my hand and seal this 2nd day of April A.D. 1878

Frank D. Cobb (Seal)

State of Missouri }
County of Randolph } ss Be it remembered that on this 2nd day of April A.D. 1878 before the undersigned a notary public within and for the County of Randolph aforesaid personally came, Frank D. Cobb who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Meeker in said county the day and year first above written.

Date of Publication: March 15, 1878

Chas W. Cobb

Expires " 15/82

Notary Public

Filed for record May 10th 1878 at 3 o'clock 30 P.M.

C. H. France Recorder

Highet Randolph County Mo
April 11878

For value received I promise to pay to Edward Murron the sum of \$33.00 thirty three dollars negotiable and payable without allocation or discount due May 15th and 20 1878 The above note is given in payment of one bay horse 16 $\frac{1}{2}$ hands high 8 years old if the above note is not paid at the expiration of the date I forfeit all claim to said horse also one grey horse now owned by myself and in my possession
Mc Roche

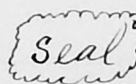
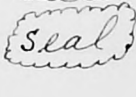
Attest Jim Moraghan
Nicholas Tamm

Filed for Record May 13th 1878 at 4³⁰ P.M.

C. H. Wanda C.M.

By Jas. Mead Deputy

Know all men by these presents, that Mark David and Mary F David his wife of the County of Miami, in the State of Kansas have this day, for and in consideration of the sum of Two hundred Dollars to the said Mark David and Mary F David his wife, in hand paid, by P.S. Baker of the County of Randolph, in the State of Missouri, granted, bargained and sold, and by these presents do grant, bargain and sell unto the said P.S. Baker the following described tracts or parcels of land situate in the County of Randolph, in the State of Missouri: that is to say, Lots Number nineteen (19), and Twenty (20) in Block number ten (10), as known by the official record of the Town of Clifton Hill in said County and State, now on record in the Recorders office of said County of Randolph and State of Missouri. To have and to hold, the premises hereby conveyed, with all the rights, privileges and appurtenances thereto or in anywise appertaining unto the said P.S. Baker, his heirs and assigns forever. We, the said Mark David and Mary F David his wife, hereby covenanting to and with the said P.S. Baker, his heirs and assigns, for himself, his heirs executors and administrators, to warrant and defend the title to the premises hereby conveyed, against the claim of every person whatsoever. In witness whereof, we have hereunto subscribed our names, and affixed our seals, this the Seventh day of May A.D. 1878

Mark David 
Mary F David 

State of Kansas, }
County of Miami } ss.

Be it remembered, that Mark David and Mary F David his wife who are personally known to the undersigned, a Clerk of the District Court within and for said County, to be the persons whose names are subscribed to the foregoing Deed, as parties thereto, this day appeared before me, and acknowledged that they executed and delivered the same as their voluntary act and deed, for the uses and purposes therein mentioned. And the said Mary F David being by me made acquainted with the contents of said Deed, acknowledged, on an examination apart from her said husband, that she executed the same, and relinquishes her dower in the real estate therein mentioned, freely, and without compulsion

or undue influence of her said husband. Given under my hand and official seal this Seventh day of May, 1878

(Seal)

E. M. Wickersham

Clerk of the District Court

Filed for record 10th day of May 1878 at 11.30 O'clock A.M.

C. W. Hance Recorder

Know all men by these presents, that the undersigned Joseph L. Carter of Randolph County Missouri, in consideration of the sum of Three hundred + thirty Dollars, to him paid by Isaac B. Marvin of Randolph County Missouri do sell, assign, transfer and set over unto the said Isaac B. Marvin, his executors, administrators and assigns, forever the following goods and chattels to wit: (1) one bay horse 2 years old (1) one sorrel mule 2 years old (1) one yearling colt (1) one gray horse 7 years old. Upon condition, that if he pay to said Isaac B. Marvin his executors, administrators and assigns, the sum of Three hundred + thirty Dollars then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or if the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said Isaac B. Marvin become immediately due and payable. The property hereby sold and conveyed to remain in his possession until default be made in the payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from his premises, or an unreasonable depreciation in value thereof, the said Isaac B. Marvin or his legal representative may take the said property, or any part thereof, into his possession. Upon taking possession of said property, or any part thereof, either in case of default or as above provided, the said Isaac B. Marvin or his legal representative may proceed to sell the same, or any part thereof, at public auction, to the highest bidder for cash, at his residence in the Township of Chariton, County of Randolph and State of Missouri, having first given 20 days public notice of the time terms and place of sale, and property to be sold by Isaac B. Marvin. And after satisfying the necessary costs, charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to Joseph L. Carter or his legal representative. In witness whereof, I have hereunto set my hand and seal this 2nd day of April A.D. 1878

Joseph L. Carter

(Seal)

State of Missouri }
County of Randolph } ss.

Be it remembered, that on this 2nd day of April, A.D. 1878 before the undersigned, a Notary Public within and for the County of Randolph aforesaid, personally came Joseph L. Carter who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Darksville in said County the day and year first above written.

J. Horace Miller Notary Public

Qualified Feb. 26. 1876. Filed for record this 17th day of May A.D. 1878 at 11 o'clock A.M. C. W. Hance Recorder
commission expires Feb. 26. 1882

This chattle mortgage is satisfied in full this 15th day of Feb 1879

Isaac B. Marvin
Clerk of the District Court

(Seal)

The mortgage on iron gray mare and suckling mul colt black
is hereby released, this 8th August 1878
C. H. Hammett

Attest C. H. Hammett

Know all men by these presents, that the undersigned James S Bently of Randolph County Mo, in consideration of the sum of one Dollars, to him paid by C. H. Hammett of Huntsville Mo do sell, assign, transfer and set over unto the said C. H. Hammett his executors, administrators and assigns, two work mules, one of said mules being a black horse mule 15 hands high and three years old, the other of said mules being a bay horse mule three years old & 14 1/2 hands high. also one iron grey mare four years old; and one suckling mule, 'black' said mule being a colt of the said grey mare. Also one bay horse four years old. All of said property being absolutely my own. Upon condition, that if I pay to said C. H. Hammett or his executors, administrators and assigns, a certain promissory note of even date herewith viz May 17th 1878 for one hundred sixty & 80/100 Dollars with interest from date then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said C. H. Hammett become immediately due and payable. The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from Randolph County Mo, or an unreasonable depreciation in value thereof, the said C. H. Hammett or his legal representative may take the said property, or any part thereof, into his possession. Upon taking possession of said property, or any part thereof, either in case of default or as above provided, the said C. H. Hammett or his legal representative may proceed to sell the same, or any part thereof, at public auction, to the highest bidder for cash, at the Court House door in the City of Huntsville, County of Randolph, and State of Missouri, having first given ten (10) days public notice of the time, terms and place of sale, and property to be sold by the Sheriff of Randolph County. And after satisfying the necessary costs, charges and expenses incurred by said sale and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to said Jas S Bently or his legal representative. In witness whereof, I have hereunto set my hand and seal this 17th day of May A. D. 1878

James S. Bently

Seal

State of Missouri

County of Randolph

ss.

Be it remembered, that on this 17th day of May A. D. 1878, before the undersigned, a Notary Public within and for the County of Randolph aforesaid, personally came James S Bently who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Huntsville in said County the day and year first above written.

Seal

J. C. Samuel Notary Public
for Randolph County.

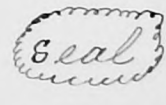
I was qualified Mar 4 1878, and my term expires Mar 1. 1882

Filed for record this 17th day of May A. D. 1878 at 1 o'clock 20 minutes P. M.

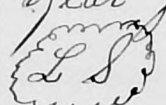
C. H. Hance

Recorder

Know all men by these presents, that the undersigned John Sutliff of the County of Randolph State of Missouri, in consideration of the sum of Three hundred and fifty Dollars, to him paid by W. J. Reed of the County of Randolph State of Missouri do sell, assign, transfer and set over unto the said W. J. Reed, his executors, administrators and assigns, all the stock of goods now in my Woolen Mill and wool on hand in Huntsville Missouri and it is understood that this Mortgage is to apply to any new stock that may be put in said Woolen Mill. Upon condition, that if I pay to said Henry J. Reed his executors, administrators and assigns, the said sum of money for which I have executed to said W. J. Reed my promissory note of even date herewith to draw interest at the rate of ten per cent per annum from date & said note due and payable in 60 days then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof or of the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said W. J. Reed become immediately due and payable. The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove the same from the said Woolen Mill, or an unreasonable depreciation in value thereof, the said W. J. Reed or his legal representative may take the said property, or any part thereof into his possession. Upon taking possession of said property, or any part thereof either in case of default or as above provided, the said W. J. Reed or his legal representative may proceed to sell the same, or any part thereof, at public auction, to the highest bidder for cash, at the Woolen Mill in the City of Huntsville, County of Randolph, and State of Missouri, having first given twenty days public notice of the time, terms and place of sale, and property to be sold by posting up in five public places in Randolph County five written or printed hand bills giving notice of such sale. And after satisfying the necessary costs, charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to John Sutliff or his legal representative. In witness whereof, I have hereunto set my hand and seal this 20th day of May A.D. 1878

John Sutliff 

State of Missouri }
County of Randolph } ss. Be it remembered, that on this 20th day of May A.D. 1878, before the undersigned, Clerk of the circuit Court within and for the County of Randolph aforesaid personally came John Sutliff who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as party thereto and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Huntsville in said County the day and year first above written.



C. H. Hance

Clerk Circuit Court

Filed for record this 20th day of May A.D. 1878 at 1 o'clock A.M.

C. H. Hance

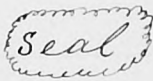
Recorder

This mortgage is satisfied in full this 25th and 18th of May 1878 H. J. Reed

J. W. W. Burton being the legal holder of the within described, and said having
 been paid in full I hereby enter satisfaction in full of this chattel mortgage
 Attest C. H. Haunce Clerk
 J. W. W. Burton

Know all men by these presents, that the undersigned James E. Rucker of
 Randolph County Missouri, in consideration of the sum of Six hundred
 Dollars, to him paid by A. C. Burton of Randolph County Missouri do sell,
 assign, transfer and set over unto the said A. C. Burton, his executors, admini-
 strators and assigns, 4 white 3¹/₂ old steers this spring 6 red and white 3 year
 old steers this spring 7 roan steers 3 years old this spring. Said steers bought
 this day of A. C. Burton. Upon condition, that if I pay to said A. C. Burton
 his executors, administrators and assigns, the said sum of money as evidenced
 by my note of even date herewith due and payable one day after date and to
 draw 10 percent interest per annum from date till paid then this conveyance
 shall be void, otherwise to remain in full force and effect. And in case default
 be made in the payment of the debt above mentioned, or any part thereof, or
 of the interest due thereon, on any day when the same ought to be paid, then
 the whole sum shall at the election of the said A. C. Burton become immedi-
 ately due and payable. The property hereby sold and conveyed to remain in my
 possession until default be made in the payment of the said debt and interest
 or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose
 of said property, or a removal of, or attempt to remove, the same from Randolph County
 Missouri, or an unreasonable depreciation in value thereof, the said A. C. Burton
 or his legal representative may take the said property, or any part thereof,
 into his possession. Upon taking possession of said property or any part there-
 of, either in case of default or as above provided, the said A. C. Burton or his
 legal representative may proceed to sell the same, or any part thereof, at public
 auction, to the highest bidder for cash, at the farm of Jas E. Rucker in the County
 of Randolph, and State of Missouri, having first given twenty days public
 notice of the time, terms and place of sale, and property to be sold by printed
 or written hand bills posted up in 5 public places in Randolph County. And
 after satisfying the necessary costs, charges and expenses incurred by him and
 paying said debt and interest out of the proceeds of such sale he shall pay over
 the surplus if any to Jas E. Rucker or his legal representative. In witness whereof
 I have hereunto set my hand and seal this 20th day of May, A.D. 1878.

Jas E Rucker



State of Missouri.

County of Randolph

ss. Be it remembered, that on this 20th day of May A.D.
 1878, before the undersigned, Clerk of the circuit court within
 and for the County of Randolph aforesaid, personally came Jas E Rucker who is
 personally known to me to be the same person whose name is subscribed to the
 foregoing instrument of writing, as party thereto, and acknowledged the same to
 be his act and deed for the purposes therein mentioned. In testimony whereof, I
 have hereunto set my hand and affixed my official seal at my office in
 Huntsville in said County the day and year first above written.

C. H. Haunce

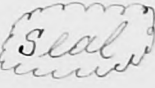
Clerk.

Filed for record this 20th day of May A.D. 1878 at 5 o'clock P.M.

C. H. Haunce

Recorder

Know all men by these presents, that the undersigned Alfred Graves of Randolph County Missouri, in consideration of the sum of Fifty two 20/100 Dollars, to me paid by William C Johnson of Randolph County Missouri do sell, assign, transfer and set over unto the said William C Johnson, his executors, administrators and assigns the following personal property to-wit: One gray horse 9 years old 15 hands high, being the same horse that I have recently bought of Roam Todd, also one Ecliptic Sewing Machine. Upon condition, that if I pay to said William C Johnson his executors, administrators and assigns, On the 1st day of June 1878 Fifty two 20/100 Dollars with interest from date at the rate of ten percent per annum payable annually agreeable to a note this day executed by me & to W.C Johnson delivered then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said W.C. Johnson become immediately due and payable. The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from my premises or possession, or an unreasonable depreciation in value thereof, the said W.C Johnson or his legal representative may take the said property, or any part thereof, into his possession. Upon taking Possession of said property, or any part thereof, either in case of default or as above provided, the said W.C Johnson or his legal representative may proceed to sell the same, or any part thereof at public auction, to the highest bidder for cash, at the Post office door in the Village of Thomas Hill, County of Randolph, and State of Missouri, having first given ten days public notice of the time, terms and place of sale, and property to be sold by three written hand bills set up in three public places in Chariton township in Randolph County Missouri. And after satisfying the necessary costs, charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to Alfred Graves or his legal representative. In witness whereof, I have hereunto set my hand and seal this 16th day of May A.D. 1878.

Alfred Graves 

State of Missouri }
County of Randolph } ss. Be it remembered, that on this 16th day of May A.D. 1878 before the undersigned, a Justice of the peace within and for the County of Randolph aforesaid, personally came Alfred Graves who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Thomas Hill in said County the day and year first above written.

W. A. Thomas J.P.

Filed for record this 21st day of May A.D. 1878. at 10 o'clock 35 minutes A.M.

C. W. Hance

Recorder

Know all men by these presents, that the undersigned John K. Shephardson and W. J. Kellin (partners under firm name of Shephardson & Kellin, of Randolph County, Missouri, in consideration of the sum of two hundred and fifty five dollars, to me paid by W. J. Ruthford, of Randolph County Missouri, do sell, assign, transfer and set over unto the said W. J. Ruthford, his executor, administrators and assigns, one kiln of brick to contain one hundred thousand of brick; also two mud mills, three wheel saws, two shovels, three brick moulds and lumber. We have on the ground this to include the brick, yard and fixture, all located in the city of Huntville, on the premises of W. J. Ruthford, upon condition, that if we pay to said Ruthford his executor, administrators and assigns, two hundred and fifty five dollars, according to the terms of a certain promissory ^{note} of even date herewith, then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said W. J. Ruthford, become immediately due and payable. The property hereby sold and conveyed to remain in ~~the~~ ^{his} possession until default be made in the payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from out the city of Huntville, or an unreasonable depreciation in value thereof, the said W. J. Ruthford, or his legal representative, may take the said property, or any part thereof, into his possession. Upon taking possession of said property, or any part thereof, either in case of default or as above provided, the said W. J. Ruthford, or his legal representative, may proceed to sell the same, or any part thereof, at public auction, to the highest bidder for cash, at the court house door, in the city of Huntville, county of Randolph, and State of Missouri, having first given ten days public notice of the time, terms and place of sale, and property to be sold by five written or printed hand-bills, posted in said city of Huntville. And after satisfying the necessary costs, charges and expenses incurred by him, and paying said debt and interest out of the proceeds of such sale, he shall pay over the surplus if any to said John K. Shephardson and W. J. Kellin, or their legal representative. In witness thereof, we have hereunto set our hands and seals, this 28th day of May, A.D., 1878.

Shephardson & Kellin
By John K. Shephardson



State of Missouri }
County of Randolph } ss. Be it remembered, that on this 28th day of May, A.D. 1878, before the undersigned, a Notary Public, within and for the county Randolph, aforesaid, personally came John K. Shephardson, who is personally known to me to be the same person, whose name is subscribed to the foregoing instrument of writing, as part & thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony thereof, I have hereunto set my hand and affixed my official seal at my office in Huntville, in said county, the day and year first above written. My term expires Oct. 10th, 1881.

J. S.

Alex. H. Waller,
Notary Public.

Filed for record 28th day of May, A.D. 1878, at 2 o'clock 20 min. P.M.

J. H. Hance Recorder

Know all men by these presents, that J. B. Wilson, of the county of Randolph, and State of Missouri, in consideration of the sum of one dollar, to him, paid by C. C. Winter, of the county of Randolph and State of Missouri do sell and convey to said C. C. Winter, the following goods and chattel, to wit: one sound horse nine years old with star name and tail, with star in forehead, white hind feet, known as the Stigall horse. One sound horse six years old sixteen hands high, with blaze face, left hind foot white, known as the Johnson horse. Also one two-horse lumber wagon, known as the Stigall wagon, warranted free of encumbrance, and against any adverse claims. Upon condition, that he pay to said C. C. Winter the sum of fifty-five dollars and interest, agreeably to his note dated on the 30th day of May 1878, and made payable to the said C. C. Winter or order, as follows, to wit: Due four months after date, with interest from date, at the rate of ten per cent. per annum, these things shall be void, otherwise it shall remain in full force and effect. The parties hereto agree that, until condition broken, said property may remain in possession of J. B. Wilson, and not to be removed from said county, but after condition broken, the said C. C. Winter may at his pleasure take and remove the same, and may enter into any building or premises of the said J. B. Wilson. ^{for that purpose} Witnesses our hands and seals, this 25th day of May, A.D. 1878.

J. B. Wilson

(Seal)

State of Missouri }
County of Randolph }

Be it remembered that on this 30th day of May, A.D. 1878, before the undersigned, a Notary Public, within and for the county aforesaid, personally came J. B. Wilson, who is personally known to me to be the same person, whose name is subscribed to the foregoing chattel mortgage as party thereto, and acknowledged the same to be ~~his act and deed~~ his act and deed for the uses and purposes therein mentioned. In testimony whereof, I have herewith subscribed my name and affixed my official seal, at my office in Cairo, in said County, the day and year aforesaid.

(Seal)

John W. Stigall, Notary Public.

I was qualified March 18th, 1877, and my term expires Feb. 25th, 1883.
Filed for record on the 30th day of May, A.D. 1878, at 11 o'clock 45 minutes a.m.

O. W. Hanes, Recorder.

Know all men by these presents, that the undersigned Tucker Jackson of Randolph county Mo., in consideration of the sum of six hundred dollars, to him paid by Huntville Savings Bank, of Huntville, Randolph county, Missouri, do sell, assign, transfer and set, over, the said Huntville Savings Bank, executor, administrator and assigns, 25 head of 2 year cattle, mostly steers, 50 head of sheep, 4 head of work mules, 3 head of fine mule colts, 50 head of hogs, upon condition, that if I pay to said Huntville Savings Bank, their executor, administrator and assigns, three certain promissory notes of even date herewith, each one for \$200. made due and payable in 30 days, 60 days and 90 days respectively from date, with ten per cent. compound interest from date. Signed by T. C. Jackson and Tucker Jackson, then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said Huntville Savings Bank become immediately due

I hereby release one pair
of work mules, viz. 1 bay mule 8 years old
and 1 grey mule 4 years old Aug 17 1878
C. H. Hanes, Recorder

and payable. The property hereby sold and conveyed, to remain in my possession until default be made in payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from my place of residence, or an unreasonable depreciation in value thereof, the said Huntville Savings Bank or their legal representatives, may proceed to sell the same, or any part thereof, at public auction, to the highest bidder for cash, at my farm, in the county of Randolph and State of Missouri, having first given ten days public notice of the time, terms and place of sale, and property to be sold by 5 written & printed hand bills, put up in five public places, in said county. And after satisfying the necessary costs, charges and expenses incurred by them and paying said debt and interest out of the proceeds of such sale, they shall pay over the surplus, if any, to said Tucker Jackson or his legal representative. In witness whereof I have hereunto set my hand and seal, this third day of June, A.D. 1878.

Tucker Jackson

Seal

State of Missouri }
County of Randolph } ss. Be it remembered, that on this third day of June A.D. 1878, before the undersigned, a Notary Public, within and for the county of Randolph aforesaid, personally came Tucker Jackson, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Huntville, in said county the day and year first above written. My term of office as a Notary Public expires on the 25th day of March, 1883.

L.S.

Will C. Kirby, Notary Public.

Filed for record this 3rd day of June, A.D. 1878, at 3 o'clock P. M.

C. H. Vance, Recorder

Know all men by these presents, that Mrs. S. Robinson of the city of Moberly of the county of Randolph, and State of Missouri, in consideration of the sum of fifty dollars to me paid by Calvin B. Ellis, the following goods and chattels, to wit: Household furniture viz: One marble top bureau, one double bedstead and bedding thereon, one washstand, one extension table, and set of cane bottom chairs, one sewing machine, one heating stove, one carpet, unencumbered free of encumbrance, and against any adverse claim, upon condition that if I pay to said Calvin B. Ellis the sum of fifty dollars and interest, agreeably to one note dated on the first day of June 1878, and made payable to the said Calvin B. Ellis as follows, to wit: January first, 1879, with interest from date at the rate of ten per cent per annum, then this deed shall be void, otherwise it shall remain in full force and effect. The parties hereto agree that, until condition broken, said property may remain in possession of Mrs. S. Robinson, but after condition broken, the said Calvin B. Ellis may at his pleasure take and remove the same, and may enter into any building or premises of the said Mrs. S. Robinson for that purpose. Witness our hands and seals this first day of June A.D. 1878.

Signed sealed and delivered in presence of }
B. J. N. Clarkson

Mrs. S. Robinson

Seal

State of Missouri }
 County of Randolph } ss. Be it remembered, that on this first day of June, A.D. 1878, before
 the undersigned a Notary Public, within and for the county aforesaid, ^{personally} came
 Mrs S. Robinson who is personally known to me to be the same person whose name is sub-
 scribed to the foregoing Chattel Mortgage as party thereto, and acknowledged the same to be
 her act and deed for the ^{uses} purposes therein mentioned. My term as Notary Public will expire
 on day of 18. In testimony whereof, I have hereunto subscribed my name and affix-
 ed my official seal, at my office in Moberly, in said county, the day and year aforesaid.

L.S.

B. V. H. Clarkson Notary Public

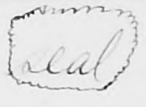
Qualified May 23^d 1876, commission expires May 23^d, 1882.

Filed for record on the fifth day of June A.D. 1878, at 11 o'clock A.M.

C. H. Hance, Recorder.

Know all men by these presents, that the undersigned J. C. Jackson, of Randolph County Missouri, in consideration of the sum of three hundred and fifty (\$350⁰⁰) dollars, to him ^{paid} by J. H. Sims, of Randolph County Missouri, do sell, assign, transfer and set over ^{with} the said J. H. Sims, his executors, administrators and assigns, the following described personal property, now in a building or room situated at Reed street, in the city of Moberly, Missouri, known as the "office," and formerly kept by one P. J. Carmody, to wit: One walnut counter, one black board, one looking glass, floor oil cloth and matting, eight oil paintings and crones, gas pictures, all the glass ware and bottles, one clock, spittoon and towels, one stove, ^{and all the other fixtures in said room} and the entire stock of liquors, cigars and tobaccos. Upon condition, that if I pay to the said J. H. Sims, his executor, administrator and assigns, a certain promissory note of even date herewith for the sum of Three hundred and fifty dollars, becoming due on or before the first day of January 1879, with interest from date at the rate of ten per cent. per annum from date, then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same ought to be paid, then the whole sum shall, at the election of the said J. H. Sims, become immediately due and payable. The property hereby sold and convey to remain in my possession until default be made in the payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from the city of Moberly, Missouri, provided said Jackson shall have the right to sell the liquors, tobaccos and cigars, or an unreasonable depreciation in value thereof, the said J. H. Sims or his legal representative may take the said property, or any part thereof, into his possession. Upon taking possession of said property, or any part thereof, either in case of default or as above provided, the said J. H. Sims, or his legal representative may proceed to sell the same, or any part thereof, at public auction, to the highest bidder for cash, at said room or building, in the city of Moberly, County of Randolph, and State of Missouri, first having given ten days public notice of the time, terms and place of sale, and property to be sold, by post up in ten public places, in said city, as many written or printed hand bills describing the property to be sold, and time, terms and place of sale. And after satisfying the necessary costs, charges, and

expenses incurred by him, and paying said debt and interest out of the proceeds of such sale, he shall pay over the surplus, if any, to me, said Jackson or my legal representative, In witness whereof, I have hereunto set my hand and seal, this 3^d day of June, A.D. 1878.

S. C. Jackson 

State of Missouri } ss.
County of Randolph }
Be it remembered, that on this sixth day of June A.D. 1878, before the undersigned, a Notary Public, within and for the county of Randolph, aforesaid, personally came S. C. Jackson, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in City of Moberly, Mo., in said County, the day and year first above written. My term as Notary expires March 17, 1879.

L.S. J. N. Dace, Notary Public.
Filed for Record this 7th day of June, A.D. 1878, at 8 o'clock 40 minutes A.M.

C. H. Vance, Recorder.

Know all men by these presents, that the undersigned L. J. Linn, of Randolph county, Mo., in consideration of the sum of Fifty one dollar, to him paid by W. J. Austin, of Randolph county, Missouri, assign, transfer and set over unto the said Austin, his executor, administrators and assigns, one sound horse 4 years old about 15 hands high, with white face and slightly wind-broken, and being the same horse that said Linn obtained from W. G. Wilson.

(It is expressly understood that the taking and accepting of this mortgage is not to be construed as a waiver of the right of said Austin to his share in the crop grown on the farm which said Linn has rented of said Austin for the present year and for which the note hereinafter ^{described} is given.)

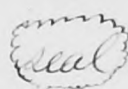
Upon condition, that if I pay to said Austin his executor, administrators and assigns, a note amounting to fifty dollars, payable on or before March 1st 1879, and bearing ten per cent interest after maturity, then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said Austin become immediately due and payable. The property hereby sold and conveyed, to remain in my possession until default be made in the payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from Randolph County, or any or an unreasonable depreciation in value thereof, the said Austin or his legal representatives may take the said property, or any part thereof, into his possession. Upon taking possession of said property, or any part thereof, either in case of default or as above provided, the said Austin or his legal representative, may proceed to sell the same, or any part thereof, at public auction, to the highest bidder for cash, at the Court House door, in the town of Huntsville, Randolph county, and State of Missouri, having first given 5 days public notice of the time, terms and place of sale, and

The note specified in this deed of mort is paid in full and the property mentioned therein is released from the lien of the same June 14 1878 W. J. Austin

property to be sold by two written hand bills put in two public places in said county. And after satisfying the necessary costs, charges and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to said Linn. In witness whereof, I have hereunto set my hand and seal this 30 day of March, A.D. 1878

Signed, sealed and delivered in presence of us }
Jas D. Head

L. J. Linn



State of Missouri } ss.
County of Randolph }

Be it remembered that on the 1st day of April A.D. 1878, before the undersigned Clerk of the Circuit Court, within and for the county of Randolph, aforesaid, personally came L. J. Linn, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Hannibal, in said County, the day and year first above written

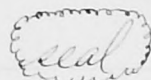
C. H. Hance, Clerk

Filed for record the 8th day of June A.D. 1878, at 2 o'clock P.M. C. H. Hance Recorder

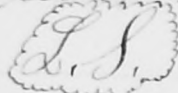
Know all men by these presents, that the undersigned S. H. Juvin of Randolph county, Mo, in consideration of the sum of One hundred and forty-five dollars, to him paid by W. J. Hollis, of Randolph County, Missouri, sell, assign, transfer and set over unto the said W. J. Hollis, his executor, administrator and assign the following described personal property, to wit: One brown horse about 16 hands high, about 12 years old; also one bay horse about 15 hands high about 5 years old. Said horses being the same that are now in possession of said Juvin, and used as a team. Upon condition that if said Juvin pay to said W. J. Hollis, his executor, administrator and assign, the sum of \$145. and interest as shown by a certain note, signed by me and delivered to Hollis, dated July 14th 1877, due one year after date, interest from date at ten per cent. this mortgage given as additional security of said note, then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said W. J. Hollis become immediately due and payable. The property hereby sold and conveyed, to remain in my possession until default be made in the payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from the county of Randolph, or an unreasonable depreciation in value thereof, the said W. J. Hollis or his legal representative, may take the said property, or any part thereof, into his possession. Upon taking possession of said property, or any part thereof, either in case of default or as above provided, the said W. J. Hollis, or his legal representative may proceed to sell the same, or any part thereof, at public auction, to the highest bidder for cash, at the court house door, in the city of Moberly, County of Randolph, and State of Missouri, having first given 10 days public notice of the time, terms and place of sale, and property to be sold by 6 written hand bills posted up in said city of Moberly. And

after satisfying the necessary costs, charges and expenses incurred by said sale and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus if any to said S. H. Irwin or his legal representative. In witness whereof, I have hereunto set my hand and seal this 27th day of May A.D. 1878.

S. H. Irwin



State of Missouri }
County of Randolph } ss. Be it remembered, that on this 27th day of May A.D. 1878, before the undersigned, a Notary Public, within and for the County of Randolph, aforesaid, personally came S. H. Irwin, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Moberly, Mo., in said County, the day and year first above written. My official Term as Notary Public expires Dec. 19th 1878.



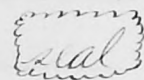
F. P. Wiley, Notary Public.

Filed for record this 8th day of June A.D. 1878, at 5 o'clock 45 minutes P. M.

C. H. Hance, Recorder.

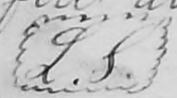
Be it known, that I, George W. Moody of the town of _____ County of Randolph and State of Missouri, in consideration of the sum ninety seven ⁷⁵/₁₀₀ dollars to me paid by Silas Phipps, Randolph County of the town and State aforesaid do sell and convey to Silas Phipps the following goods and chattles, to wit: Two bay mares aged seven and twelve years old, 1 cow (blue roan) age 8, 1 two year old heifer (blue roan), warranted free of encumbrance and against any adverse claims. Upon condition however, that if I pay to the said Silas Phipps ninety seven dollars and seventy five cents dollars and interest in agreeably to my note of this date for that sum, payable to said Silas Phipps on demand with interest, this deed shall be void, otherwise to remain in full force and effect. The parties agree that until condition broken, said property may remain in possession of the said George W. Moody, but after condition is broken the said Silas Phipps may at his pleasure take and remove the same, and may enter upon the premises or into any buildings of the said Geo. W. Moody for that purpose, and thereupon shall proceed to sell the same after giving 20 days public notice thereof, and shall apply the proceeds of said sale after the payment of the costs and expenses thereof to the payment of said indebtedness; the remainder if any he shall pay to the said Geo. W. Moody or his legal representatives. Witness our hands and seals this 15th day of April 1878.

Geo W. Moody



State of Missouri }
County of Macon } ss.

Be it remembered that on this third day of May A.D. 1878, before the undersigned, a Notary Public, within and for the County of Macon, and State of Missouri, personally Geo. W. Moody, who is personally known to be the same person whose name is subscribed to the foregoing instrument of writing, as a party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in College Mound, the day and year first above written. Commissioned and duly qualified 12th day of June 1876, expires 12th day of June 1882.



J. W. McCannick, Notary Public.

Filed 17th day of June 1878 at 5 P.M.

C. H. Hance, Recorder

This challe mortgage is satisfied in full this 1st of July 1879
 Attest E. H. Hance
 Clerk of R. B. Bond & Deputy
 Cornet v. R. B. Bond
 for 50 cents

Be it known, that I, J. H. Moody, of the town of Jackemville, County of Randolph, and State of Missouri, in consideration of Forty dollars, to me paid by Cornel & McLann (D. Cornel and J. D. McLann) of the town and State aforesaid, do sell and convey to said Cornel & McLann, the following goods and chattles, to wit: One pair of 3yr old mules brought by me of John R. Phipps, last November. One, a bay mule 13 1/2 hand, One a roan mule 13 1/2 hands, both hand mules and composing my present work team, warranted free of encumbrance and against any adverse claims. Upon condition, however, that if I pay to the said Cornel & McLann Forty dollars and interest in cash, agreeably to my note of date January 1st 1878, for that sum, payable to the said Cornel & McLann on demand with interest, this deed shall be void, otherwise to remain in full force and effect. The parties agree that until condition broken said property may remain in possession of the said J. H. Moody, but after condition is broken the said Cornel & McLann, (D. Cornel & J. D. McLann) may at his pleasure take and remove the same, and may enter upon the premises or into any buildings of the said J. H. Moody for that purpose, and thereupon shall proceed to sell the same after giving 20 days public notice thereof, and shall apply the proceeds of said sale after the payment of the costs and expenses thereof to the payment of said indebtedness, the remainder, if any he shall pay to the said J. H. Moody or his legal representatives. Witness our hands and seals this 15th day of June 1878.

Witness
 D. J. Humphrey }

Jno. H. Moody
 David Cornel
 D. J. McLann

Seal
 Seal
 Seal

State of Missouri } ss.
 County of Randolph }
 Be it remembered that on this 15th day of June A.D. 1878, before the undersigned, a Notary Public, within and for the county of Randolph and State of Mo., personally came J. H. Moody, who is personally known to be the same person whose name is subscribed to the foregoing instrument of writing as a party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Jackemville, the day and year first above written. Commissioned and duly qualified 21st day of Dec. 1877, expires 21st day of Dec. 1881.

D. J. McLann
 Notary Public.

Filed for record 17th day of June 1878 2 P. M.

E. H. Hance Recorder.

Know all men by these presents, that C. D. Bushnell and Sarah E. Bushnell his wife, of the county of Randolph and State of Missouri, in consideration of the sum of Eighty two and 2/3 dollars, to them paid J. Bower and Company of the county of Cook and State of Illinois, do sell and convey to said J. Bower and Co the following goods and chattles to wit: One square Brad & Co Pianos No 8536, warranted free of encumbrances and against any adverse claims. Upon condition, that they pay to said J. Bower & Co, the sum of Eighty two and 2/3 dollars and interest agreeably to their three promissory notes dated on the seventeenth day of June, 1878, and made payable to the said J. Bower & Co, at Bank of Every, Norfolk Co, in Norfolk, Mo., as follows to wit: Three notes of twenty seven and 2/3 dollars, int. 10% per annum from maturity, and due in forty, seventy & one hundred days respectively after date; then this deed shall be void, otherwise it shall remain in full force and effect. The parties hereto agree that, until condition broken, said property may remain in possession of said C. D. Bushnell and Sarah E. Bushnell, but after condition

broken, the said J. Bower do may at their pleasure take and remove the same, and may enter into any building or premises of the said C.D. Bushnell and S. E. Bower for that purpose. Witness our hands and seals, this 17th day of June A.D. 1878.

C.D. Bushnell
Sarah E. Bushnell



State of Missouri }
County of Randolph } ss. Be it remembered, that on this 17th day of June A.D. 1878, before the undersigned, a Notary Public, within and for the County aforesaid, personally came C.D. Bushnell and S. E. Bushnell his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing chattel mortgage as parties thereto, and acknowledge the same to be their act and deed for the use and purposes therein mentioned. In testimony whereof, I have hereunto subscribed my name and affixed my official seal, at my office in Mobily. Mo., in said County, the day and year aforesaid.

Chas. B. Rodes, Notary Public.

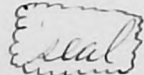
My commission as Notary expires June 18, 1881.

Filed for record on the 20th day of June A.D. 1878, at 5 o'clock P.M.

C. H. Hanes, Recorder.

Know all men by these presents, that the undersigned, W. J. Summers, of Randolph County Missouri, in consideration of the sum of one hundred and forty dollars, to me paid by James W. Hammett, of Hunterville, Randolph County, Mo., do sell assign, transfer and set over unto the said James W. Hammett, his executor, administrators and assigns. One bay mare about five years old, and about sixteen hands high, also one suckling horse colt of Haman stock—with bald face of a dun color—the colt was foaled by the above described mare in the spring of 1878. Upon condition, that if I pay to said Jas. W. Hammett, his executor, administrators and assigns, a certain promissory note of even date herewith, given for One hundred and forty dollars, due one day after date, with 10% compound interest from date, then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same ought to be paid, then the whole sum at the election of the said James W. Hammett, become immediately due and payable. The property hereby sold and conveyed, to remain in my possession until default be made in payment of the said debt and interest, or some part thereof; but in case of a sale or disposal or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from Randolph County, Missouri, or an unreasonable depreciation in value thereof, the said James W. Hammett or his legal representatives may take the said property or any part thereof, into his possession. Upon taking possession of said property, or any part thereof, either in case of default, or as above provided, the said James W. Hammett or his legal representative may proceed to sell the same, or any part thereof, at public auction to the highest bidder for cash, at my place of residence, in the County of Randolph and State of Missouri, first giving ten days public notice of the time, terms, and place of sale, and property to be sold by 3 written or printed hand bills placed at 3 public places in said county. And after satisfying the necessary cost, charge and expenses incurred by him and paying said debt and interest out of the proceeds of such sale he shall pay over the surplus, if any, to W. J. Summers or his legal representative. In witness whereof, I have hereunto set my hand and seal this 29th day of June A.D. 1878.

W. J. Summers



This mortgage is satisfied in full this Sept 22nd 1878
Jas W Hammett
C. H. Hanes

State of Missouri }
County of Randolph } ss.

Be it remembered, that on this 29th day of June A.D. 1878, before the undersigned, a Notary Public within and for the county of Randolph aforesaid, personally came W. J. Sumner who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Huntsville, in said County, the day and year first above written. My term of office as a Notary Public will expire 28th March 1883.

L.S.

Will C. Kirby, Notary Public.

C. H. Harg, Recorder

Filed for record 29th June 4 P.M. 1878

Know all men by the presents, that the undersigned James M. Kelly, of Randolph County, Mo. in consideration of the sum of sixty five dollars, to him paid by Mack & Co., of St. Louis, Mo. do sell assign, transfer and set over unto the said Mack & Co., executor, administrators and assigns One gray mare about sixteen hands high and nine years old, and all sound in good condition and a good work animal; and about twenty-five barrels of corn now standing in the field of a certain farm owned by Mack & Co., of St. Louis, Mo. Said farm being situated about seven and one half miles east of Moberly, Mo. and 2¹/₂ miles west of Middle Place, Mo. Upon condition, that if I pay to said Mack & Co., executor, administrators and assigns, said sum of sixty five dollars, evidenced by a certain promissory note of even date herewith, and payable thirty (30) day after ^{date}, then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same right to be paid, then the whole sum shall at the election of the said Mack & Co. or their agent, become immediately due and payable. The property hereby sold and conveyed to remain in my possession until default be made in the payment of the said debt and interest, or some part thereof; but in case of a sale or disposal, or attempt to sell or dispose of said property, or a removal of, or attempt to remove, the same from said farm unless authorized by the written consent of Mack & Co., or their agent, or an unreasonable depreciation in value thereof, the said Mack & Co., or their legal representative, may take the said property, or any part thereof, into their possession. Upon taking possession of said property, or any part thereof, either in case of default or as above provided, the said Mack & Co., or their legal representative, may proceed to sell the same, or any part thereof, at public auction, to the highest bidder for cash, at City of Moberly, County of Randolph and State of Missouri, having first given 10 days public notice of the time, terms and place of sale, and property to be sold by advertising in any newspaper printed in Moberly, Mo. and after satisfying the necessary costs, charges and expenses incurred by them and paying said debt and interest out of the proceeds of such sale, they shall pay over the surplus if any to said James Kelly or his legal representative. In witness whereof, I have hereunto set my hand and seal this 28th day of December, A.D. 1877.

James M. Kelly

seal

State of Missouri }
County of Randolph } ss.

Be it remembered that on this 29th day of December A.D. 1877 before the undersigned a Notary Public, within and for the county of Randolph aforesaid, personally came James M. Kelly, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in City of Moberly, in said County, the day and year first above written.

L.S.

commission expires Dec 18th 1881.

F. P. Wiley, Notary Public.

C. H. Harg, Recorder

Filed for record 29th June 1878 4 P.M.

This chattel mortgage is satisfied in full the 13th day of April 1880
 I being the legal holder of said note.
 Albert C. H. Plance Clerk by S. C. Brand Deputy

W. A. Spivey

This deed made and entered into this 24th day of June, eighteen hundred and seventy eight, by and between James M. Fennell of the county of Randolph and State of Missouri party of the first part, and W. A. Spivey of the county of Randolph and State of Missouri, party of the second part, and P. S. Baker of the county of Randolph State of Missouri party of the third part. Witnesseth, that the said party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of One dollar, to him paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, the following described personal property. County of Randolph and State of Missouri, to wit: One bay mare 8 or 9 year old, about 14 1/2 hands high. Also one sorrel mare 6 years old, and about same height. To have and to hold the same, with the appurtenances, to the party of the second part, and to his successors or successors in this trust, and to him and his grantee and assigns forever. In trust however for the following purposes: Whereas, James M. Fennell the said party of the first part, ^{has this day made, executed and delivered to the said party of the third part} a promissory note of even date herewith, by which he promises to pay to the said W. A. Spivey, or order, for value received Forty one dollars, to be paid by Jan 1st 1879. Interest at 10 per cent from this the 6th day of May 1878. Now, therefore, if the said party of the first part, or any one for him, shall well and truly pay off and discharge the debt and interest expressed in said note, and every part thereof when the same becomes due and payable, according to the true tenor, date and effect of said note, then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said party of the first part; but should the said first party fail or refuse to pay the said debt or said interest, or any part thereof, when the same or any part thereof shall become due and payable according to the true tenor, date and effect of said note, then the whole shall become due and payable, and this deed shall remain in force, and the said party of the second part, or in case of his absence, death, refusal to act, or disability in any wise, the then acting sheriff of Randolph County, Missouri, at the request of the legal holder of the said note may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the Court House door, in the city of Waverly, Randolph County, Missouri for cash, first giving twenty days public notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper, printed and published in the county of Randolph, and upon such sale shall execute and deliver a deed in fee simple of the property sold, to the purchaser or purchasers thereof, and receive the proceeds of said sale; and any statement of facts or recital by the said trustee in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of the money, and the execution of the deed to the purchaser, shall receive as prima facie evidence of such fact; and such trustee shall, out of the proceeds of said sale pay first the cost and expenses of executing this trust, including legal compensation to the trustee for his services, and next he shall apply the proceeds remaining over to the payment of said debt and interest, or so much thereof as remains unpaid; and the remainder if any, shall be paid to the said party of the first part or his legal representatives. And the said party of the second part covenants faithfully to perform and fulfill the trust herein created, not being liable or responsible for any mischance occasional by others. In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

James M. Fennell

Seal

State of Missouri }
 County of Randolph }

Be it remembered that on this 24th day of June A.D. 1878, before the undersigned a Justice of the peace, within and for the county of Randolph and State of Missouri, personally came James M. Fennell and his wife who are personally