

**RANDOLPH COUNTY**  
**RECORDER OF DEEDS**

**TRUST DEED RECORD**

**1874-1880**

**(Pages 51-100)**



in Moberly in said county, the day and year aforesaid,

J. P. Wiley  
Notary Public

Filed for record on the 25<sup>th</sup> day March  
A. D. 1875 at 6 o'clock P. M.  
L. H. Hance, Recorder

This deed made and entered into this 26<sup>th</sup> day of March Eighteen hundred and seventy five by and between H. M. Porter <sup>of the</sup> County of Randolph State of Missouri party of the first part and J. St. Culwell of the county of Randolph State of Missouri party of the second part and Walter J. Hoxley 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, do, by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, the following described Real Estate, situate, lying and being in the county of Randolph and State of Missouri to wit: one set of furniture consisting of a ward robe bedstead bureau and wash stand the same now in the north room of the upper story of the dwelling house in which said Porter now resides in the city of Moberly Mo also ~~one~~ old ward robe and bureau with broken marble top, one wash stand purchased with said bureau, and one bedstead now in the south room of the upper story of said building also one set of parlor furniture viz two divans one center table and six chairs, also twelve dining room chairs also one dining table and one book stove also one parlor carpet and three old carpets also two feather beds and bedding for same. To have and to hold the same with the appurtenances, to the party of the second parts and to his successor or successors in this trust, and to him and his grantees and assigns, forever, in trust however, for the following purposes: where as H. M. Porter the said party of the first part, has this day made executed and delivered to the said party of the third part his promissory note of even date herewith, by which he promises to pay to the said Walter J. Hoxley or order for value received Four Hundred and Eight - \$480.00 dollars due one day after date with ten per cent interest from its date. Now therefore, if the said party of the first part or any one for he, shall well and truly pay off and discharge the debt and interest expressed in the said note and every part thereof when the same become 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 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 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, <sup>death</sup> refusal to act, or disability in anywise the (then) acting Sheriff of Randolph county, Miss. in at the request of the legal holder of the said note he may proceed to sell the property herinbefore described, or any part thereof at Public vendue to the highest bidder, at the north door of the Mechanics Bank in Randolph county, ~~state of~~ <sup>State of</sup> Missouri, for cash first giving ten days public notice of the time, terms and place of sale, 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 be received as prima facie evidence of such facts; 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 covenant faithfully to perform and full fill the trust herein created, not being liable or responsible for any mischance occasioned by others. I witness whereof, the said parties have hereto set their hands and seals the day and year first above written

H. M. Porter

Seal

State of Missouri  
County of Randolph } ss

Be it Remembered that on this 26<sup>th</sup> day of March A.D. 1875 before the undersigned a Notary Public within and for the county of Randolph and State of Missouri personally came H. M. Porter who is personally known to me to be the same person 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 hereto set my hand and affixed my official seal at my office in Moberly the day and year first above written

B. H. M. Clarkson

Notary Public

Filed for record this March 26<sup>th</sup> day 1875-  
12 o'clock + 30 minutes P.M.

E. J. Chance

Recorder



This deed made and entered into this 26<sup>th</sup> day of March Eighteen hundred and seventy five, by and between J. B. Porter of the county of Randolph state of Missouri party of the first part. H. J. Rutledge of the county of Randolph state of Missouri party of the second part and Henry J. Gort 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 situate lying and being in the county of Randolph and state of Missouri, to wit: one large bedstead one large dressing case and one wash stand now in the possession of W. F. Horsley also one oil walnut set of furniture consisting of Bedstead Bureau + wash stand and wood case also one two ply carpet two Rocking chairs one walnut sideboard one Brussels carpet one feather bed. Three Mattresses four pair Blankets and all other beds and bedding now owned by said party of first part also two sets of Bed Bottoms one Singer Sewing Machine also all the dining room and table ware dishes + c and one Extension dining room table. also one Piano Forte now in the possession of Jas. D. Warden To have and to hold the same with the appurtenances, to the party of the second part, and to his Successor or Successors in this Trust, and to him and his grantees and assigns, forever. In Trust, however, for the following purposes: whereas said J. B. Porter, the said party of the first part has this day made, executed and delivered to the said party of the third part his promissory note, of even date herewith, by which he promise to pay to the said Henry J. Gort, or order for value received Four hundred and seventy five Dollars due thirty days after date with interest from date till paid at the rate of ten per cent per annum. Now therefore if the said party of the first part or any one for him shall will and truly pay off and discharge the debt and interest expressed in the said note and every part thereof when the same become 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 to the said party of the first part; but should the said first party fail or refuse to pay the said debt or the said interest or any part thereof, when the same or any part thereof shall become due according to the true tenor, date and effect of said note then 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 front door of the present residence of W. F. Horsley in Randolph county Missouri for cash first giving 5 days public notice of the time, terms and place of sale and of the property to be sold by advertisement by five written or printed hand bills put up 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 sale; 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, and the execution of the deed 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 party of the first part or his legal representatives, and the said party of the second part covenant faithfully to perform and fulfill the trust herein created, and not being liable or responsible for any mischance occasioned by others. I witness whereof, the said parties have hereunto set their hands and seals the day and year first above written

C. B. Porter Seal

State of Missouri  
County of Randolph } ss

Be it Remembered that on this 26<sup>th</sup> day of March A. D. 1875 before the undersigned a Notary Public within and for the county of Randolph aforesaid, personally came C. B. Porter who is personally known to me 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 Moberly Mo the day and year first above written

B. L. M. Delaney  
Notary Public

Filed for Record 26<sup>th</sup> day March 1875  
C. H. Hance Recorder

This deed made and entered into this Twelfth day of February Eighteen Hundred and Seventy five by and between J. S. Sedford of the county of Randolph State of Missouri party of the first part M. L. Buchanan of the county of Randolph State of Missouri party of the second part and J. A. Walden of the county of Randolph State of Missouri party of the third part: Witnesseth that the 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 to wit Five Milk cows all Red one with white face ages from four to seven years old Two Heifers both roans one two years old and the other one year old. Seven head of cattle in all, one two horse waygon and one two horse spring waygon to have and 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 grantees and assigns forever in trust however for the following purposes: whereas J. S. Sedford



The said party of the first part have this day made, executed and delivered to the said party of the third party his promissory note of even date herewith by which he promise to pay to the said J. A. Walden or order for value received one Hundred and twenty dollars, copy of Note (\$120<sup>00</sup>) Feb'y 12<sup>th</sup> 1875-  
 on or before the first-day of January 1876. I promise to pay to the order of J. A. Walden one Hundred and twenty dollars for value received negotiable and payable without defalcation or discount and with interest from date at the rate of ten per cent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest.  
 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 the said note and every part thereof when the same become 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 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 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 <sup>said</sup> Note may proceed to sell the property hereinbefore described or any part thereof at public vendue to the highest-bidder at the east door of the Mobury Court in Mobury Randolph County Mo for cash first giving twenty days <sup>public</sup> notice of the time <sup>term</sup> and place of sale of the property to be sold, by advertisement in some newspaper printed and published in the town of Mobury 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 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 party of the first part or his legal representatives. and the said party 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 hereto set their hands and seals the day and year first above written  
 J. S. Bedford

State of Missouri  
 County of Randolph } ss

Be it remembered that on this 17<sup>th</sup> day of February



A. D. 1875 before the undersigned a notary Public within and for the County of Randolph aforesaid personally came J. D. Selford who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as a 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 Moberly Mo. the day and year first above written

J. W. Dorsey  
Notary Public

Filed for Record Mar 29-1875. at 9 o'clock a.m.  
C. H. Hance Recorder

This deed made and entered into this 29<sup>th</sup> day of March Eighteen hundred and seventy five by and between Benton Clark of the County of Randolph State of Missouri party of the first part J. D. White of the County of Randolph State of Missouri party of the second part and William Cunningham 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 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 and being in the County of Randolph and State of Missouri to wit: one Black horse mule four years old one white horse Eight years old one Red and white cow six years old one Two Horse wagon the said property now being in the possession of the said Benton Clark, To have and to hold the same with the appurtenances to the party of the second part and to his Successor or Successors in this Trust and to him and his grantees and assigns forever. In Trust however for the following purposes: Whereas Benton Clark the said party of the first part has this day made executed and delivered to the said party of the third part his promissory note of even date herewith by which he promises to pay to the said party of the third part or order for value received Eighty dollars

Moberly Mo March 29<sup>th</sup> 1875- on or before the first day of January A. D. 1876. I promise to pay to the order of William Cunningham the sum of Eighty dollars for value received negotiable and payable without defalcation or discount and with interest from date at the rate of ten per cent per annum

Benton Clark

\$80.00/100 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 the said note and every part thereof when the same become due and payable according to the true tenor date and effect of said note then this deed shall be void and the property heretofore conveyed shall be released at the cost to the said party of the first part but should the said first party fail or refuse to pay the said debt or 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 Note. then the whole shall become due and payable and this

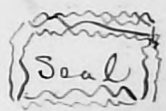
This deed of mortgage is satisfied in full this 4<sup>th</sup> day of May 1877  
J. W. Cunningham  
attest C. H. Hance



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 anywise 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 engine house door in the city of Moberly Randolph county State of Missouri for cash first giving 30 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 city of Moberly Mo and upon such sale shall execute and deliver a bill of sale in fee simple of the property sold to the purchaser or purchasers thereof and receive the proceeds of sale and any statements of facts or recital of by <sup>the</sup> said trustee in relation to the nonpayment 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 party of the first part or his legal representatives, and the said party of the second part covenant faithfully to perform and fulfill the trust herein created, and 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

Benton Lark



State of Missouri }  
County of Randolph } ss

Be it Remembered That on this 29<sup>th</sup> day of March A.D. 1875 before the undersigned a Notary Public within and for the county of Randolph aforesaid personally came Benton Lark who is personally known to me 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 city of Moberly Mo the day and year first above written

J. W. Lusser

Notary Public

LS

Filed for record 31<sup>st</sup> March 1875 L. H. Hance Recorder

This deed made and entered into this 29<sup>th</sup> day of March Eighteen hundred and seventy five by and between S. S. Long of the county of Andrain State of Missouri party of the first part, Samuel W. Down of the county of Andrain State of Missouri party of the second part and Thos. D. Bailey 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 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 situate lying and being in the county of Randolph and state of Missouri to wit: Sixty two Steers two years old this Spring which the said S. S. Song has purchased of the said Thomas D. Bailey and for which cattle the said S. S. Song pay to the said S. D. Bailey Twenty Eight (\$28.00) dollars per head making an aggregate of Seventeen hundred and thirty six (\$1736.00) dollars seven hundred dollars of which is paid by the said Thomas D. Bailey leaving one thousand & thirty six (\$1036.00) dollars yet due. To have and 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 Grantees and assigns forever. In Trust however for the following purposes: Whereas S. S. Song the said party of the first part has this day made executed and delivered to the said party of the third part his promissory note of even date herewith by which he promises to pay to the said Thos. D. Bailey or order for value received one thousand and thirty six dollars 9% dollars on or before the first day of December next I promise to pay to the order of Thos. D. Bailey one thousand and thirty six dollars for value received negotiable and payable without defalcation or discount and with interest from date at the rate of ten per cent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest This the 27<sup>th</sup> day of March 1875 - See the 1st 1875 -

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 the said note and every part thereof when the same becomes due and payable according to the true tenor date & effect of said note, then this deed shall be void and the property hereinbefore conveyed shall be released at the wish of the said party of the first part but should the said first part fail or refuse to pay <sup>the</sup> said debt or the said interest or any part thereof when the same <sup>according to the true tenor date and effect of said note then the whole shall become</sup> or any part thereof 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 town of Huntsville 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 town of Huntsville 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 nonpayment of the money secured to be paid the advertisement sale receipt of the money and the execution of



The deed 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 party of the first part or his legal representatives and the said party of the second part covenant faithfully to perform and fulfill the trust herein created not being liable or responsible for any misadventures or losses by others.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written

S. S. Song

Seal

State of Missouri }  
County of Randolph } ss

Be it Remembered that on this 27<sup>th</sup> day of March, A. D. 1875 before the undersigned a Justice of the Peace within and for the county of Randolph and State of Missouri personally came S. S. Song and who is personally known to me to be same persons whose names are subscribed to the foregoing instrument of writing as parties thereto and acknowledged that he 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 the day and year first above written

Henry Kimbrough J. P.

Filed for Record the first day of April

1875 at 5 o'clock P. M. L. H. Stance Recorder

This deed made and entered into this 3<sup>rd</sup> day of April Eighteen hundred and twenty five by and between John B. Taylor of the county of Randolph State of Missouri party of the first part Leas. J. Mayo of the county of Randolph State of Missouri party of the second part and George W. Taylor of the county of Randolph State of Missouri party of the third part witnesseth that the 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 do by these presents Grant bargain and sell convey and confirm unto the said party of the second part the following described real Estate personal property Situate lying and being in the county of Randolph and State of Missouri to wit: (6) Six feather Beds & Bedding one Sofa one Rocking chair one parlor carpet Brussels 6 parlor chairs one three ply carpet one whatnot 1 center table marble top 2 Rocking chairs 1 large Mirror one cooking stove and looking utensils belonging to same one extension table one book case Two Wardrobes one lot table ward. one clock one Bureau one sewing Machine, two wash stands, one safe one Refrigerator one Salt Bacon 1500 lbs, one two seat Buggy, two cane Sars. 12 gallons, five Bedsteads, one Sledge, one dining table, one work stand, four Trunks, wearing apparel, two heating stoves, two shot Guns, one Black Horse, one Brown Horse, one one-horse Buggy, six Hogs, one Spotted Pony, being the same goods in and about



the premises when the said John B. Taylor now resides, To have and to hold the same with the appurtenances, to the party of the second part and to his successor or successors in this trust and to him and his heirs and assigns forever. In Trust However for the following purposes: whereas John B. Taylor the said party of the first part owes this day over to the said party of the third part one store account now due and of the amount of fifteen hundred dollars for value received <sup>two</sup> dollars. 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 the said note and every part thereof when the same become 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 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 note, then the whole shall become due and payable and this deed shall remain in force, and the said part 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 account 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 Huntsville said Randolph County Mo. for each first giving 20 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 City of Huntsville, 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 nonpayment of the money secured to be paid, the advertisement sale receipt of the money and the execution of the deed to the purchaser shall be received as prima facie evidence of such fact, and such trustee shall out of the proceeds 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 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

John B. Taylor

Seal

State of Missouri  
County of Randolph } ss

Be it Remembered that on this 3<sup>rd</sup> day of April A.D. 1875 before the undersigned a Justice of the Peace within and for the County of Randolph and State of Missouri personally came John B. Taylor - his wife 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 that they executed the same for the uses and purposes therein mentioned. and the said being by me first examined separate and apart from husband and made fully acquainted with the contents of <sup>the</sup> said instrument acknowledged that he executed the same and relinquishes dower in the real Estate therein mentioned freely and without fear, compulsion or undue influence of said husband. In Testimony whereof I have hereto set my hand and official seal at my office in Huntsville the day and year first above written.

my official seal at my office in Huntsville  
 J. W. Bibb Jr. J.

Filed for Record 3rd day of April 1875  
 L. H. Hance Recorder

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This deed made and entered into this 12<sup>th</sup> day of April Eighteen hundred and seventy five by and between Henry Bibb Colored of the County of Randolph State of Missouri party of the first part, J. P. Bibb of the County of Randolph State of Missouri party of the second part and A. S. Bibb of the County of Randolph State of Missouri party of the third part. Witnesseth that the 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 being in the County of Randolph and State of Missouri to wit: one Brown Mare about 5 years old one Bay Mare about 5 years old one Bay horse about 8 years old one two horse wagon + one cow To have and to hold the same to the party of the second part and to his Successor or Successors in this Trust and to him and his Heirs and assigns forever. In Trust however for the following purposes Whereas the said party of the first <sup>part</sup> 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 A. S. Bibb or order for value received one Hundred and forty Eight  $\frac{66}{100}$  dollars The said note to bear ten per cent interest from due untill paid and if the interest be not paid at the end of each year then the same shall become as principal and bear the same rate of interest and payable one day after date. 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 the 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 ~~and~~ the said first party fail or refuse to pay the said debt or 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 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 town of Hamiltonville Randolph County Mo for cash first giving 20 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, <sup>and receive the proceeds of said sale</sup> 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 covenant faithfully to perform and fulfill the Trust herein created, not being liable or responsible for any mischance or casualty by others.

In witness whereof, the said parties have herunto set their hands and seals the day and year first above written.

In witness whereof, the said parties have hereto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of us, J. Henry Biele, <sup>his</sup> Seal  
A. L. Biele, Mark

Signed Sealed and delivered in presence of us  
A. L. Bilek

A. S. Bibb

David S. Payne

State of Missouri

County of Randolph

County of Randolph }<sup>ss</sup> Be it remembered that on this 12<sup>th</sup> day  
of April A.D. 1875 before the undersigned a justice of the Peace within  
and for the county of Randolph and State of Missouri personally came  
Henry Bibb (Col) and his wife who are personally known to me to  
be the same persons whose names are subscribed to the foregoing in-  
strument of writing as parties thereto and acknowledged that they  
executed the same for the uses and purposes therein mentioned and  
the said being by me first examined separate and apart from  
husband and made fully acquainted with the contents of the said  
instrument acknowledged that ~~executed the same~~ and relin-  
-his dower in the real Estate therein mentioned freely and  
without fear compulsion or undue influence of ~~her~~ said husband

In Testimony whereof I have hereto set my hand and  
affixed my official seal at my office in Huntsville the day  
and year first above written  
J. L. Biles, J. P.

Filed for Record 12<sup>th</sup> day of April 1875  
at 2.50 o'clock P.M.  
J. H. Hance Recorder

This deed made and entered into this seventeenth day of April Eighteen Hundred and Seventy five by and between Sidney Smith of the county of Randolph State of Missouri party of the first part J. B. Kimbrough of the county of Randolph State of Missouri party of the second part and A. D. Fullington of the county of Randolph State of Missouri party of the third part: Witnesseth that the party of the first part in consideration of the debt and sum 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 being in  
 the county of Randolph and State of Missouri to wit  
 one Sorrel Horse six years old 16 hands high and the crop of tobacco  
 to be raised the coming season by the said Sidney Smith on  
 the farm of J. S. Fullington. The said Horse being now in the  
 possession of the said party of the first part. To Have and to hold  
 the same with the appurtenances to the party of the second part  
 and to his successor or successors in this trust, and to him and his  
 heirs and assigns forever in trust. However, for the following  
 purposes: Whereas Sidney Smith the said party of the first part has  
 this day made executed and delivered to the said party of the  
 third part his promissory note, of even date herewith by which he prom-  
 -ises to pay to the said J. S. Fullington, or order for value received  
 Fifty five ~~xx~~ dollars one day after the date thereof with ten  
 per cent interest per annum from date. 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 the said note and every  
 part thereof when the same become 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 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 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 anywise 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 here-  
 inbefore described, or any part thereof at public vendue to the  
 highest bidder at the court House door in the City of Huntsville  
 Randolph County Mo. for each first giving 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 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 be received as pri-  
 -ma 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 fees 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 rem-  
 -ainder 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 misdeeds occasioned by others  
 in witness whereof The said parties have hereunto set their  
 hands and seals the day and year first above written Sidney Smith *in*  
 1845



State of Missouri  
County of Randolph

} ss

Be it Remembered that on this 17<sup>th</sup> day of April A. D. 1875 before the undersigned clerk of the County Court within and for the County of Randolph aforesaid personally came Sidney Smith who is personally known to me 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 Huntsville the day and year first above written  
Lehas Allen Co. Clerk

SS

Filed for Record 17<sup>th</sup> day of April 1875-  
at 1.30 o'clock P. M. by H. H. Hance Recorder

~~~~~

W. H. Brock,  
to  
John L. Carter

This Deed made and entered into this 17<sup>th</sup> day of April eighteen hundred and seventy five by and between William H. Brock of the County of Randolph State of Missouri party of the first part and Paul H. Swetnam of the County State of Missouri party of the second part and John L. Carter of the County of Randolph State of Missouri party of the third part. Witnesseth, that the 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 do by these presents grant bargain and sell convey and confirm unto the said party of the second part the following described personal property lying in the County of Randolph and State of Missouri to wit:

One bay horse mule five years old fifteen hands  $\frac{1}{2}$  high also one brown mare mule fifteen and  $\frac{1}{2}$  hands high four years old known as the Christmas mule. To have and to hold the same to the party of the second part and to his successor or successors in this trust and to him and his grantees and assigns forever. In trust however for the following purposes, Whereas Wm H. Brock the said party of the first part has this day made executed and delivered to the said party of the third part his promissory note of even date herewith by which he promises to pay to the said John L. Carter or order for value received one hundred forty five  $\frac{7}{100}$  Dollars, on the first day of March 1876 I promise to pay to the order of John L. Carter one hundred and forty five and  $\frac{7}{100}$  dollars for value received negotiable and payable without defalcation or discount and with interest from date at the rate of ten per cent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest. 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 the said note and every part thereof when the same become 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 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 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 anywise 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 Hannibal Randolph County Mo for cash first giving ten days public notice of the time terms and place of sale and of the property to be sold by 5 written or printed hand bills posted in five public places and upon such sale shall deliver 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 <sup>said</sup> trustee in relation to the non payment of the money secured to be paid the advertisement, sale, receipt of the money and 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 shall 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 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.

Signed sealed and delivered in presence of

P. Y. Swartzman

Wm S B Brock Esq

State of Missouri }  
County of Randolph }<sup>20</sup> Be it remembered that on this 17<sup>th</sup> day of April A.D. 1875 before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came Wm S B Brock who is personally known to me 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.

(LS) In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Hannibal the day and year first above written.

Alfred H Waller Notary Public

Filed for record this 17<sup>th</sup> day of April A.D. 1875 at 2 o'clock P.M.

Le H Hance Recorder

This deed made and entered into this 23<sup>d</sup> day of March eighteen hundred and seventy five by and between John B Freeman of the County of Randolph State of Missouri party of the first part, D B White of the County of Randolph State of Missouri party of the second part and James W Ragdale 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 part of the second part the following described personal property situate lying and being in the County of Randolph and State of Missouri to wit:

- |                               |                                            |
|-------------------------------|--------------------------------------------|
| 1 mirror 29 x 46 inches       | 1 counter half circle pine with walnut top |
| 1 oil cloth                   | 1 Doz green cock tail Glasses              |
| 2 Dozen Bar glasses           | 1/2 " Spanish Ale Glasses                  |
| 1/2 " plain sling glasses     | 3 cut bits bottles                         |
| 1 " straight whiskey tumblers | 1 Doz black bottles                        |
| 1 " Rubber stoppers           | 1 moss Rose Pitcher                        |
| 1 pair large Iron Spittons    | 1 Clock eight day                          |
| 6 Chromos Pictures            | 1 stove & boiler                           |

with any and all other property to me belonging in the "Smith" Saloon To have and to hold the same with the appurtenances to the party of the second part and to his successor or successors in this trust and to him and his grantees and assigns forever. In trust however for the following purposes Whereas the said John B. Freeman the said party of the first part has this day made executed and delivered to the said party of the third part his promissory note of even date herewith by which he promises to pay to the said Jas W. Hagsdale or order for value received one hundred and twenty five dollars with ten per cent interest from date & if interest be not paid annually to become as principal & bear same rate of interest Note due sixty days after date. Now therefore if the said party of the first part or any one for him shall will and truly pay off and discharge the debt and interest expressed in the said note and every part thereof when the same become 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 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 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 front door of the Mechanics Bank Building in Moberly in Randolph County Missouri for cash first giving 30 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 County of Randolph 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 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

This Deed of trust is dated and is full this 15th day of July 1878.  
Attest Chas Hagan cm  
By Asst Master W.C.

R.C.  
M.P.

This deed of Mortgage is dated and is full



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 covenant faithfully to perform and fulfill the trust herein created and 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 signed sealed and delivered in presence of us. } J. B. Freeman (Seal)

State of Missouri }  
County of Randolph }  
Be it remembered that on this 23<sup>rd</sup> day of March A.D. 1875 before the undersigned a Notary Public within and for the county of Randolph aforesaid personally came J. B. Freeman who is personally known to me 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 purpose therein mentioned.



In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Mobily Mo this day and year first above written.

W. A. Rutherford.

Notary Public

Filed for record this 24<sup>th</sup> day of April A.D. 1875

By A. H. Waller Deputy

A. H. Hance Recorder

R. P. Sutton  
to  
M. P. Durham

This deed made and entered into this 24<sup>th</sup> day of April Eighteen hundred and seventy five by and between R. P. Sutton of the county of Randolph State of Missouri party of the first part and A. F. Deery Trustee of the county of Randolph State of Missouri party of the second part and M. P. Durham 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 hereafter 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 situate lying and being in the county of Randolph and State of Missouri to wit: all the property in the Rail Road eating house and also in the Missouri Kansas and Texas eating house and in the private residence of the said R. P. Sutton at the commencement of the "Y" used to run the trains of the M. K. & T. R. R. to the station in Mobily all in the City of Mobily said property consisting in part of 2 Charter Oak Stoves - 7 heating stoves - 14 Tables - 47 chairs - 6 castors - 1 large ice chest - 1 wooden building used as an eating house and situated by the M. K. & T. ticket office - six beds - one Lounge - one Wilson Sewing machine and all other personal property in the said buildings described. To have and to hold the same with the appurtenances to the said party of the second part and to his successors or successors in this trust and to him and his grantees and assigns forever. In trust however for the following purposes. Whereas R. P. Sutton the said party of the first part has this day made executed and delivered to the said party of the third part his promissory note of even date herewith by which he promises to pay to the said M. P. Durham or order for value received One hundred  $\frac{7}{100}$  Dollars in words and figures following to wit: \$100— Mobily Mo April 24<sup>th</sup> 1875

This deed of Mortgage is satisfied in full the 6<sup>th</sup> day of April A.D. 1877 M. P. Durham Allos & Co. St. Louis Mo. By A. H. Waller Deputy.







Haldeman  
to  
Carmody

This deed made and entered into this 28<sup>th</sup> day of April eighteen hundred and Seventy, five by and between Ada Haldeman and William Haldeman her husband of the County of Randolph State of Missouri party of the first part and George Leamon trustee of the County of Randolph State of Missouri party of the second part and Patrick J. Carmody of the County of Randolph State of Missouri party of the third part. Witnesseth, that the said parties of the first part in consideration of the debt and trust hereinafter 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: All fixtures for the bar, Liquors and all other stock, property and effects and belonging to the saloon known as the "Woodbine" on Clark street in the City of Mobily County of Randolph and State of Missouri. To have and to hold the same with the appurtenances to the party of the second part and to his successor or successors in this trust and to him and his grantors and assigns forever. In Trust however for the following purposes Whereas Ada Haldeman and William Haldeman her husband the said parties of the first part have this day made executed and delivered to the said party of the third part their promissory note of even date herewith by which they promise to pay to the said Patrick J. Carmody or order for value received Seventy five dollars, In words and figures following to wit,

\$75 — Mobily Mo April 28<sup>th</sup> 1875. Thirty days after date we promise to pay to the order of P. J. Carmody Seventy five Dollars for value received negotiable and payable without defalcation or discount and with interest from due at the rate of ten per cent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest

Signed Mrs. A. Haldeman

Wm Haldeman

Now 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 the said note and every part thereof when the same become 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 parties of the first part but should the said first parties fail or refuse to pay the said debt or 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 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 anywise 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 of Mobily Court of Common Pleas in the City of Mobily Randolph County Missouri for cash first giving 30 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 City of Mobily 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 sale and any statement of facts or recital by the 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 be received as prima facie evidence of such fact and such trustee shall out of the proceeds of said

This deed of trust is satisfied in full this 3<sup>rd</sup> day of January 1897.  
Attest Christopher Anderson  
By Asst. Clerk Deputy.



sale pay first, <sup>the</sup> cost and expenses of executing this Trust including legal compensation to the Trustee for his services and next I 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 covenant faithfully to perform and fulfill the trust herein created and not being liable or responsible for any mischance occasioned by others.

In witnesses whereof the said parties have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of }

Mrs A. Huldeman

Seal

Wm Huldeman

Seal

State of Missouri }  
County of Randolph }<sup>ss</sup> Be it remembered that on this 28<sup>th</sup> day of April A.D. 1875 before me the undersigned a Notary Public within and for the County of Randolph and State of Missouri personally came Ada Huldeman and William Huldeman her husband who are each personally known to me to be the same person 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. And the said Ada Huldeman being by me first examined separate and apart from her husband and made fully acquainted with the contents of the said instrument acknowledged that she executed the same freely and without fear compulsion or undue influence of her said husband.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Mobily the day and year first above written, and I further certify that my term of office commenced on the 2<sup>d</sup> day of September 1874 and ends on the 2<sup>d</sup> day of September 1878.

Saul S. McNaughton

Notary Public

Filed for record this 28<sup>th</sup> day of April A.D. 1875

By A. H. Waller, Deputy.

C. H. S. Cance Recorder

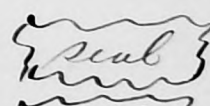
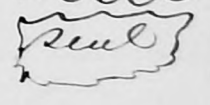
J. B. Davis  
to  
W. H. Williams

This deed made and entered into this 27<sup>th</sup> day of April eighteen hundred and seventy five by and between Joseph B. Davis Jr County of Randolph State of Missouri party of the first part. John B. Christian of the County of Randolph State of Missouri party of the second part and William H. Williams of the County of Randolph State of Missouri party of the third part.

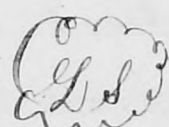
Witnesseth; that the said party of the first part in consideration of the debt and trust hereinafter mentioned and created and of the sum of One dollar to him paid by the said party of the second part the receipt of which is hereby acknowledged do by these presents grant bargain and sell convey and confirm 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 counter - shelving - Mirrors and all other fixtures connected with the same as contained in the saloon owned by the said Davis, located in the town of South Huntsville, now a part of the City of Huntsville Randolph Co Missouri also one barrel of a corn - 7 stamp whiskey containing 47 gals. To have and to hold the same with the appurtenances to



the party of the second part and to him successor or successors in this trust and to him and his grantees and assigns forever. In trust however for the following purposes Whereas Joseph B Davis the said party of the first part has this day made executed and delivered to the said party of the third part his promissory note Dated March 1<sup>st</sup> 1875 by which he promise to pay to the said William H Williams or order for value received Two hundred Dollars with the put out interest from the said date. Now therefore if the said party of the first part or any one for him shall will and Truly pay off and discharge the debt and interest expressed in the said note and every part thereof when the same become due and payable according to the true tenor date and effect of said note. Then this deed shall be void and the property hereinafore conveyed shall be released at the cost to the said party of the first part but should the said <sup>first</sup> part fail or refuse to pay the said debt or the said interest or any part thereof when the same or any part thereof <sup>shall</sup> 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 then the acting Sheriff of Randolph county Missouri at the request of the legal holder of the said note may proceed to sell the property hereinafore described or any part thereof at public vendue to the highest bidder before building now containing said goods in the Randolph county Missouri for cash first giving 10 days public notice of the time terms and place of sale and of the property to be sold by 5 advertisement put up in the City of Hannibal Mo shall 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 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 party of the first part or legal representatives and the said party of the second part covenant faithfully to perform and fulfill the trust herein created and 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.

J. B. Davis Jr   
John A Christian 

State of Missouri }  
County of Randolph }<sup>ss</sup> Be it remembered that on this 17<sup>th</sup> day of May A.D. 1875 before the undersigned a Notary Public within and for the county of Randolph aforesaid personally came J. B. Davis 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 Mo the day and year first above written.



Alfred H. Waller

Notary Public

Filed for record this 17<sup>th</sup> day of May A.D. 1875.

C. H. Hance Recorder.



C. W. Gidions  
to  
S. A. Danivant

This deed made and entered into this 17<sup>th</sup> day of April Eighteen Hundred and Seventy five by and between C. W. Gidions of the County of Charlton State of Missouri party of the first part Samuel D. Hines of the County of Randolph State of Missouri party of the second part and Samuel A. Danivant 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 do by these presents grant bargain and sell convey and confirm unto the said party of the second part the following described personal property to wit one bay mare mule about thirteen hands high one brown horse mule about fourteen and one half hands high. To have and to hold the same with the appurtenances to the party of the second part and to his successor or successors in this trust and to and his grantee and assigns forever. In trust however for the following purpose Whereas C. W. Gidions the said party of the first has on this day made and executed and delivered to P. M. Henderson with Samuel A. Danivant Security his promissory note of even date herewith by which he promises to pay to the said P. M. Henderson or order for value received Sixty dollars this the 10<sup>th</sup> day of April 1875

C. W. Gidion.

Now therefore if the said party of the first part or any one for him shall word and truly pay off and discharge the debt and interest expressed in the said note and every part thereof when the same become 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 parties of the first part but should the said first party fail or refuse to pay the said debt or 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 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 anywise 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 St. Louis Randolph County Missouri for cash first giving 30 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 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 party of the first part or his legal representatives and the said party 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.

W. H. Gidions *(seal)*  
 Samuel D. Hines *(seal)*  
 Samuel A. Demerut *(seal)*

State of Missouri }  
 County of Randolph }<sup>ss</sup> Be it remembered that on this 17<sup>th</sup> day of April A D 1875  
 before the undersigned a Justice of the peace within and for the County of Randolph  
 aforesaid personally came W. H. Gidions who is personally known to me 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. And  
 the said further declared to be single and unmarried.

In testimony whereof I have hereunto set my hand and affixed  
 my official seal at my office in Randolph the day and year  
 first above written Porter Mayo. J.P.

Filed for record this 29<sup>th</sup> day of April A D 1875 at 2.30 o'clock P.M.

C. H. Hance, Recorder

Ben Burton (col) and Twenty five by and between Ben Burton (Colonel) of the County of Randolph  
 to State of Missouri party of the first part J. W. Hubbard of the County of Randolph  
 J. R. Larue State of Missouri party of the second part and John R. Larue of the  
 County of Randolph State of Missouri party of the third part.

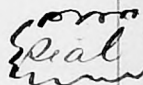
Witnesseth, that the said party of the first part in consideration of the  
 debt and trust hereinafter mentioned and created and of the sum of One Dollar  
 to him paid by the said party of the second part the receipt of which is  
 hereby acknowledged do by these presents grant bargain and sell convey  
 and confirm unto the said party of the second part the following  
 described personal property, situate lying and being in the County of Ran-  
 dolph and State of Missouri to wit; One bay mare four years old, One  
 sorrel mare six years old and one red spotted cow. to have and to hold  
 the same with the appurtenances to the said party of the second part  
 and to his successors or successors in this trust, and to him and his grantors  
 and assigns forever. In trust however for the following purposes Whereas  
 Ben Burton (col) the said party of the first part have this day made,  
 executed and delivered to the said party of the third part His promiss-  
 ory note of some date herewith by which he promise to pay to the said John  
 R. Larue <sup>or order for value received</sup> Fifty Eight dollars. On or before the first day of March 1876  
 to bear interest from date at the rate of ten per cent per annum without  
 defalcation or discount and if the interest be not paid annually to become  
 as principal and bear interest at the same rate this May Third 1875.

Signed Ben Burton (col)

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 the said note  
 and every part thereof when the same become 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 part fail or refuse to pay the said  
 debt or 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 note  
 then the whole shall become due and payable and this deed shall remain in force

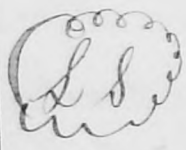


and the said party of the second part or in case of his absence death refusal to act or disability in anywise the (Then) acting Sheriff of Randolph County, Missouri at the request of the legal holder of the said note may proceed to sell the property hereinbefore described or any part thereof at public vendue to the highest bidder at the post Office door in the town of Remick Randolph County Missouri for cash first giving thirty days public notice of the time terms and place of sale and of the property to be sold by advertisement in five hand bills in writing 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 receipt of the money and the execution of the deed 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 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 occasioned by others. In witness whereof the said party has hereunto set his hand and seal the day and year first above written

Ben Burton (Cold) 

Attest G. O. Powell,

State of Missouri }  
County of Randolph }<sup>ss</sup> Be it remembered that on this Third day of May A.D. 1875 before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came Ben Burton (Cold) who is personally known to me 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 Remick the day and year first above written.

G. O. Powell Notary Public

Filed for record this 5<sup>th</sup> day of May A.D. 1875

C. H. Hance Recorder.

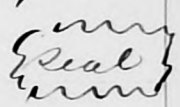
John Regan  
to

Mark Cannon

Know all men by these presents that the undersigned John Regan of Mobily Randolph County Mo in consideration of the sum of Two hundred and thirty seven  $\frac{25}{100}$  Dollars to him paid by Mark Cannon of St Louis Mo do sell assign transfer and set over unto the said Mark Cannon his executors administrators and assigns all the goods Chattels fixtures and Merchandise at this time owned by him and situated and being in saloon now conducted by me said saloon being on Reed Street in the City of Mobily said goods Chattels fixtures & Merchandise consisting of Wines and liquors of any and every description Counters Tables lamps Stoves mirror glasses bottles Keys and barrels &c Upon condition that he pay to the said Mark Cannon his executors administrators and assigns a certain promissory note of even date herewith due on



day after date at maturity. 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 Mark Canman 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 the place where they are now situated on Reed Street or an unreasonable depreciation in value thereof the said Mark Canman 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 Mark Canman 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 Mechanics Savings Bank in the City of Mobily County of Randolph and State of Missouri first having given six days public notice of the time terms and place of sale and property to be sold by four written or printed hand bills posted in four conspicuous places in the said City of Mobily 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 Regan or his legal representative in witness whereof I have hereunto set my hand and seal this 4<sup>th</sup> day of May A.D. 1875.

John Regan 

State of Missouri }  
County of Randolph } ss. Be it remembered that on this 4<sup>th</sup> day of May A.D. 1875 before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came John Regan 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 Mobily Mo in said County the day and year first above written Date of commission Dec 22<sup>d</sup> 1873 expires Dec 22<sup>d</sup> 1876

H. Jennings  
Notary Public

Filed for record this 7<sup>th</sup> day of May A.D. 1875  
at 4 o'clock 30 minutes P.M. C.H. Hance Recorder

Freeman & McDonald  
to  
Plass & Durdie

This deed made and entered into this twelfth (12) day of May Eighteen hundred and seventy five by and between Freeman & McDonald of the County of Randolph State of Missouri parties of the first part and Joseph H. Burkholder of the County of Randolph State of Missouri party of the second part and Alexander L. Durdie and Frederick W. Plass doing business under the firm name of Plass & Durdie of the County of St. Louis State of Missouri parties of the third part Witnesseth that the said parties of the first part in consideration of the debt and trust hereinafter 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 and being in the County of Randolph and State of Missouri to wit. One mirror 29X46 inches one counter top circle with Walnut top One oil cloth for floor one dozen Green glass tail glasses two dozen bar glasses Half dozen Spanish ale glasses <sup>port & champagne glasses</sup> Three Cut bitter bottles. One dozen straight whisky tumblers one dozen black bar bottles One dozen rubber stoppers One Moss Rose pitcher two large Iron Spittoons One eight day clock. Six Chromo pictures one stove and boiler with any and all other property to me belonging in the Senate Saloon situated in the City of Mobily in the County of Randolph and State of Missouri now occupied by said John B Freeman & Co and the said John B Freeman and his wife & S H Mc Donald and his wife hereby waive remise release and quit claim all right and claim which they have to said property hereinbefore described by virtue of any law of the state of Missouri what so ever.

To have and to hold the same with the appurtenances to the party of the second part and to his successor or successors in this trust and to him and his grantee and assigns forever. In trust however for the following purposes Whereas John B Freeman <sup>and S H Mc Donald</sup> the said parties of the first part has this day made executed and delivered to the said parties of the third part their promissory note of even date herewith by which they promise to pay to the said Glass and Dundy or order for value received Four hundred and Sixty two  $\frac{99}{100}$  Dollars.

467.99

Mobily Mo May 12<sup>th</sup> 1875

Sixty days after date we promise to pay to the order of Glass & Dundy four hundred and Sixty two  $\frac{99}{100}$  Dollars for value received negotiable and payable without defalcation or discount and with interest from date at the rate of ten per cent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest

Signed Freeman & Mc Donald

Now 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 the said note and every part thereof when the same becomes due and payable according to the true date and effect of said note then this deed shall be void and the property hereinbefore engaged 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 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 anywise 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 in front <sup>Merchants</sup> Hotel in the City ~~in the City~~ of Mobily in Randolph County Mo <sup>for cash</sup> first giving 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 City of Mobily 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



to be paid the advertisement sale receipts of the money and the execution of the deed 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 party of the second part covenants 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

Freeman & McDonald }  
J. B. Freeman }  
S. McDonald }  
Kate M. Freeman }  
M. Jennie McDonald }

State of Missouri }  
County of Randolph } is Be it remembered that on this 17<sup>th</sup> day of May  
AD 1875 before the undersigned a Notary Public within and for the County of  
Randolph aforesaid personally came J. B. Freeman & S. McDonald who  
is personally known to me to be the same persons whose names is 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 mentioned.

In testimony whereof I have hereunto set my hand and official  
my official seal at my office in Mobley Mo the day and  
year first above written.

Date of my Commission Dec 22<sup>nd</sup> 1873 At Jennings Notary Public  
Expires Dec 22<sup>nd</sup> 1876

Filed for record this 19<sup>th</sup> day of May AD 1875 at 7 o'clock 30 minutes  
C. H. Hance, Recorder

Know all men by these presents that the undersigned A Sargent of  
Randolph County Missouri in consideration of the sum of Thirty Dollars  
to me paid by William Thornton of Randolph County Missouri do sell  
assign Transfer and set over unto the said William Thornton his executors  
administrators and assigns one dark bay horse (Gelding) four years old  
and about sixteen hands high and one Strawberry roan Gelding  
about sixteen and a half hands high and nine years old upon con-  
dition that if I pay to the said William Thornton or his executors  
administrators and assigns the sum of Thirty dollars on the first day  
of August 1875 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 William Thornton 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 or attempt to remove the  
same from Randolph County Missouri or an unreasonable depredation

Sargent A  
to  
Mr Thornton

This deed of trust is satisfied in full  
this 14<sup>th</sup> day of August 1876  
Attest C. H. Hance  
Recorder  
By A. H. Miller Esq. Notary



in value thereof the said William Thornton 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 William Thornton or his legal representative may proceed to sell the same or any part thereof at public auction to the highest bidder for cash at Huntsville in the county of Randolph and State of Missouri first having given 10 days public notice of the time time and place of sale and property to be sold by 10 written or printed notices put up in said County and State 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 A Sargent or his legal representative. In witness whereof I have hereunto set my hand and seal this 22<sup>nd</sup> day of May A.D. 1875.

Amos Sargent {seal}

State of Missouri }  
County of Randolph }<sup>ss</sup> Be it remembered that on this 22<sup>nd</sup> day of May A.D. 1875 before the undersigned clerk of the Cir Court within and for the County of Randolph aforesaid personally came Amos Sargent 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.

(L.S.)

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 of the Cir Court Randolph Co Mo

Filed for record this 22<sup>nd</sup> day of May A.D. 1875. at 4 o'clock 45 minutes P.M.

C. H. Hance

Recorder.

Moody  
to  
Phipps

Know all men by these presents that I B. D. Moody of the County of Randolph and State of Missouri in consideration of the sum of Two Hundred Dollars (\$200.00) to me in hand paid by J. R. Phipps of the County and State aforesaid do bargain and sell unto the said J. R. Phipps the following named stock viz Four head of dry cows Two Two year old heifers Two yearlings Two Glens and 30 head of yearling stock hogs provided nevertheless that if the said B. D. Moody his executors heirs or assigns the said sum of two Hundred (\$200.00) dollars with interest from date then this article shall become null and void. And it is agreed that the mortgages his executors and administrators and assigns shall remain in possession of said stock until the 1<sup>st</sup> day of Nov next.

In witness whereof I have set my hand and seal this the 22<sup>nd</sup> day of May 1875.

Signed sealed & delivered in presence of Geo W Moody, D. H. Moody

B D Moody {seal}

State of Missouri }  
County of Randolph }<sup>ss</sup> Be it remembered that on this the 24<sup>th</sup> day of May before me A. P. Merrill a Judge of Probate within and for the County of Randolph and State of Missouri personally appeared B. D. Moody who is personally known to me to be the same person whose name appears to the foregoing instrument of writing and



acknowledged the same to be his act and deed for the purposes therein mentioned  
 Witness my hand and official seal this the day and year above  
 written  
 A. P. Merrill,

Judge of Probate

Filed for record this May 24<sup>th</sup> 1875,

L. H. Hance Recorder,

Beck

to

Bauer & Co

Released per Deed Book No 7 page 453

Know all men by These presents that I Beck of the County of Randolph  
 and State of Missouri in consideration of the sum of three hundred and fifty  
 $\frac{4}{100}$  Dollars to me paid by Julius Bauer & Co (a firm consisting of Julius Bauer  
 & H. Bauer) of the County of Cook and State of Illinois Julius Bauer & Co the  
 following goods and chattels to wit One Piano manufactured by J. Bauer & Co  
 No 5791 Five thousand seven hundred & ninety one, warranted free of en-  
 cumbrance and against any adverse claims, upon condition that I pay  
 to said Julius Bauer & Co the sum of Three hundred & fifty (350<sup>00</sup>/<sub>100</sub>) Dollars  
 and interest agreeably to my two notes dated on the Twenty fifth day  
 of May 1875 and made payable to the said Julius Bauer & Co Chicago as  
 follows to wit, One note for the sum of one hundred and twenty five  
 dollars payable in four months from date the other note for one hundred  
 & twenty five dollars payable five months after date each with ten  
 per cent interest from maturity, then this deed shall be void otherwise  
 it shall remain in full force and effect. The parties hereto agree  
 that until condition broken by failure to pay either of said notes  
 said property may remain in possession of S. Beck but after condition  
 broken by failure to pay either of said notes the said Julius Bauer & Co  
 may at their pleasure take and remove the same and may enter  
 into any building or premises of the said S. Beck for that purpose  
 & may sell said piano at public sale at North front door of Mechanics  
 Savings Bank in 'notably Randolph County Missouri upon giving  
 six days notice of time & terms of sale by advertisement in some newspaper  
 printed in said 'notably. Witness my hands and seals this 26<sup>th</sup>  
 day of May A D 1875

S Beck {Seal}

State of Missouri }  
 County of Randolph }  
 May A. D. 1875 before the undersigned a Notary Public within and  
 for the County aforesaid personally came S. Beck 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 'notably Mo  
 in said County the day and year aforesaid,

Qualificd May 22<sup>nd</sup> 1872 Expires May 22<sup>nd</sup> 1876.

B. H. A. Clarkson

Notary Public

Filed for record on the 26<sup>th</sup> day of May A D 1875 at 5 o'clock 30 minutes P.M.

L. H. Hance Recorder



Davis J.B.  
W  
Williams W.H.

Whereas the undersigned J.B. Davis Jr of Randolph County Mo has bought of Nail Nichol guardian and curator of Ancil Pitman certain real estate in Randolph Co Mo as follows to wit the NEqr of the NWqr of sec 17 and the Sqr of SE of NWqr of sec 8 all in Township 23, Range 14 and has executed his promissory note for the purchase money of the same which said note is for the sum of three hundred and ten dollars due the second Monday in August A.D. 1875 which said note is signed by J.B. Davis Jr as principal and W.H. Williams and N.J. Jackson as securities and whereas the said J.B. Davis Jr. intends to cut and remove the timber from off the said Land and to hire and employ men and teams for that purpose and to pay for their labor if so employed and whereas the said N.J. Jackson is to sell and furnish the said hands while so engaged provisions supplies groceries &c and is to be paid out of the proceeds arising from the sale of said timber and whereas the true intent and purpose of this instrument is to secure the said W.H. Williams and N.J. Jackson securities as aforesaid from any loss by reason of such security and also to secure the payment of all expenses incurred by reason of the cutting and removal of said timber. Now therefore know all men by these presents that the aforesaid J.B. Davis Jr in consideration of the premises and of the sum of one dollar to him paid by the said W.H. Williams of the County of Randolph and State of Missouri do sell assign Transfer and set over unto the said W.H. Williams all timber cross-ties and lumber of every kind cut or hereafter cut from said land or made out of timber so taken with full power to sell and dispose of the same and collect all sums of money therefor and the said W.H. Williams after paying the debt expressed in said note and necessary expenses incurred by him and satisfying all just demands for labor, or supplies furnished according to the terms of this instrument hereinafter set forth, shall pay over the surplus if any to the said J.B. Davis Jr or his legal representatives and the said W.H. Williams covenants 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 this 19<sup>th</sup> day of May A.D. 1875

J.B. Davis Jr {seal}  
W.H. Williams {seal}

State of Missouri }  
County of Randolph } ss Be it remembered that on this 19<sup>th</sup> day of May A.D. 1875 before me the undersigned a Notary Public in and for the County and State aforesaid personally came J.B. Davis Jr and W.H. Williams 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 uses and purposes therein mentioned.

(J.B.)

In Testimony whereof I have hereunto set my hand and Notarial seal at my office in Huntsville Mo the day and year first above written.

Alex H. Waller Notary Public

Filed for record this 28<sup>th</sup> day of May A.D. 1875.

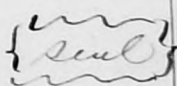
U.S. Hanger. CR & Rec



James  
to  
Summers

Know all men by these presents That the undersigned B. F. James of Randolph County Missouri in consideration of the sum of One hundred and ten Dollars to him paid by J. M. Summers of Randolph County Missouri does sell assign transfer and set over unto the said J. M. Summers his executors administrators and assigns the following described personal property to wit: All my right title and interest in the crop now growing or that may be grown during the present year upon my farm in Chariton township County of Randolph and State of Missouri consisting of one undivided half of all the corn wheat oats and tobacco growing or to be grown as aforesaid, upon condition that if I pay to the said J. M. Summers his executors administrators and assigns, the sum of one hundred and ten dollars with interest at the rate of ten per cent from this date due on or after Jan 1<sup>st</sup> 1876 as evidenced by 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 J. M. Summers become immediately due and payable. The property hereby <sup>and conveyance</sup> sold 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 or attempt to remove the same from off my said farm or an unreasonable depreciation in the value thereof the said J. M. Summers or his legal representative may take the said property or any part thereof <sup>into his possession</sup> either in case of default or as above provided the said J. M. Summers 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 said farm in the Township of Chariton County of Randolph and State of Missouri first having given 30 days public notice of the time terms and place of sale and property to be sold by five written or printed hand bills put up in five public places in the said township of Chariton and after satisfying the necessary costs, charges and expenses incurred by him and paying said debt and interest <sup>out</sup> of the proceeds of such sale he shall pay over the surplus if any to me the said B. F. James or my legal representatives.

In witness whereof I have hereunto set my hand and seal this 31<sup>st</sup> day of May A. D. 1875.

B. F. James 

State of Missouri }  
County of Randolph } ss Be it remembered that on this 31<sup>st</sup> day of May A. D. 1875 before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came B. F. 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 Huntville Mo in said County the day and year first above written.

A. H. Waller

Notary Public

Filed for record this 31<sup>st</sup> day of May A. D. 1875 at 9 o'clock A. M.

A. H. Hance Recorder

By A. H. Waller Deputy.



Mobily, Mo May 24<sup>th</sup> 1875

Walter Wm  
to  
Brunswick Bros

Having bought of the Brunswick Bros Stephani & Hart Co. this day One Pool Table no 228 with complete outfit for the sum of one hundred & forty \$100.00 Dollars, of which I have paid five \$50.00 cash in hand paid and for the balance I have given them six (6) promissory notes of Nineteen \$19.00 Dollars each and dated Mobily, Mo May 24<sup>th</sup> 1875 payable in one, two, three, four, five, & six mos after date to order of the said Brunswick Bros Stephani & Hart Co. Witnesseth that for and in consideration of one dollar to me in hand paid I hereby convey bargain & confirm unto the said Brunswick Bros Stephani & Hart Co. the above described Pool Table with complete outfit and all appurtenances connected therewith to have and to hold the same as collateral security for the payment of the above six promissory notes dated Mobily, Mo May 24<sup>th</sup> 1875 of Nineteen \$19.00 Dollars each and payable in one, two, three, four, five, & six mos after date and I hereby authorize the said Brunswick Bros Stephani & Hart Co. or their legal representatives or assigns to sell said collateral or any part thereof at public or private sale or otherwise at option on the non performance of any part of the promises expressed on the face of said notes or any of them. Such sale may be made without notice to me and the holders of said notes may become purchasers of said collateral. And I authorize the said Brunswick Bros Stephani & Hart Co. and their successors to use transfer sell or hypothecate the same at their option being required on the payment of all the above notes when due to surrender the said collateral to me. And provided further that if the said Brunswick Bros Stephani & Hart Co. or successors should sell said collateral they are required further to pay the surplus of proceeds of sale of such collateral after discharge of debt and necessary outlays as aforesaid to me or my legal representation.

Witness my hand and seal,

Wm Walpert Seal

State of Missouri }  
County of Randolph } ss Be it remembered that on this 27<sup>th</sup> day of May A.D. 1875 before the undersigned a Notary Public within and for the County of Randolph aforesaid duly commissioned on 18<sup>th</sup> of March 1875 which expires on March 17<sup>th</sup> 1879 personally came William Walpert who is personally known to me 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.

(L.S.)

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in City of Mobily Mo the day and year first above written.

J. N. Dorsey Notary Public

Filed May 28<sup>th</sup> 1875

C. H. Hance Recorder



A. Oliver

to  
Stamper & Bradsher

This Deed made and entered into this 11<sup>th</sup> day of April Eighteen Hundred and Twenty four by and between A. Oliver of the County of Randolph State of Missouri party of the first part Jonathan Gravers of the County of Randolph State of Missouri party of the second part and Stamper & Bradsher of the County of Randolph State of Missouri party of the third part. Witnesseth That the said part 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 parties 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 parties of the second the following described personal property being in the County of Randolph and State of Missouri To wit, One bay mare seven years old and her increase One brown horse ten years old, Two three year colts one horse and the other mares the mare named the horse light bay, Two bay yearling colts bays One red brindle Cow ten years old and her increase and one heifer three years old red with white face, to have and to hold the same with the appurtenances to the party of the second part and to his successor or successors in this trust and to them and their grantees and assigns forever,

In trust however for the following purposes, Whereas A. Oliver the said party of the first part has this day made executed and delivered to the said party of the third part his promissory note of even date herewith by which he promise to pay to the said Stamper & Bradsher One hundred and Sixty  $\frac{66}{100}$  Dollars with ten per cent interest from date,

Signed A. Oliver.

Now Therefore if the said party of the first part or any one for him shall will and truly pay off and discharge the debt and interest expressed in said note and every part thereof when the same become 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 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 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 anywise the then acting sheriff of Randolph County Missouri at the request of the legal holder of the said note Stamper & Bradsher may proceed to sell the property hereinbefore described or any part thereof at public vendue to the highest bidder town of Clifton Randolph County Missouri for cash first giving 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 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 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 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 party of the first part or his legal representatives and the said party 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 this day and year first above written.

Alex<sup>his</sup> Oliver

Jonathan Gravis

Stamper & Bradsher

{Seal}

{Seal}

{Seal}

State of Missouri }  
County of Randolph }  
A.D. 1877 before the undersigned a justice of the peace within and for the County of Randolph aforesaid, personally came Alex Oliver who is personally known to me 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 and the said further declared to be single and unmarried. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in the day and year first above written.

S. G. Johnson J.P.

Filed for record this 7<sup>th</sup> day of June A.D. 1875.

W. N. Hance Recorder

By A. H. Waller, Deputy.

Know all men by these presents that I Thomas A Ferguson of the County of Randolph and State of Missouri in consideration of the sum of five hundred and fifty Dollars to me paid by John A Blackford of the County of Randolph and State of Missouri do sell and convey to said John A Blackford the following goods and chattels to wit: 3/4 Three fourths of all my present growing crop of corn oats and tobacco that bring all my interest in the crop growing on farm where I now live - and one small horse bad face 6 yr old one bay mare and suckling colt mare 11 year old (about) one light bay mare 10 yr old one bay filly two year old past one roan filly 1 year old one white cow 10 yrs old one red + white cow + white calf cow 4 yrs old and about 20 sheep bring all the sheep I now own and one wagon (two horse) warranted free from encumbrance and against any adverse claims.

Upon condition that if I pay to said John A Blackford the sum of five hundred and fifty Dollars and interest agreeable to our promissory note dated on the 12<sup>th</sup> day of June 1875 and made payable to the said John A Blackford as follows to wit due one day after date and ten per cent interest per annum then this deed shall be void otherwise it shall remain in full force and effect. The parties hereto agree that said property may remain in possession of Thos A Ferguson until the 1<sup>st</sup> day of March 1876 and if said note is not paid at that time the said John A Blackford may at his pleasure take and remove the same and may enter into any building or premises of the said Thomas A Ferguson for that purpose.

Ferguson  
to  
Blackford

John A Blackford  
in full  
of the sum of five hundred and fifty Dollars  
this 21<sup>st</sup> day of November 1875  
at St. Louis Mo.



Witness our hands and seals this 17<sup>th</sup> day of June 1875.

Thomas A Ferguson {Seal}

State of Missouri }  
County of Randolph }<sup>ss</sup> Be it remembered that on this 17<sup>th</sup> day of June A.D. 1875 before the undersigned a judge of Probate within and for the county aforesaid personally came Thomas A Ferguson 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 hereunto subscribed my name and affixed my official seal at my office in Huntsville in said County the day and year aforesaid.

A. P. Derrill,

Judge of Probate.

Filed for record on the 17<sup>th</sup> day of June A.D. 1875.

le. H. Hance,

Recorder.

J. A. French

to

Mary Woods

This Deed made and entered into this Twenty fifth day of June Eighteen hundred and seventy five by and between John A French of the County of Randolph State of Missouri party of the first part Thos P White of the County of Randolph State of Missouri party of the second part and Mary Woods of the County of Randolph State of Missouri party of the third part. Witnesseth that the said party of the first 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 situate lying and being in the County of Randolph and State of Missouri to wit. All of a stock of drugs medicines liquors and fixtures now in store room on Coates Street said store room being located immediately east and adjoining Virginia Hotel in the City of Mobile Randolph County Missouri. To have and to hold the same with the appurtenances to the party of the second part and to his successor or successors in this trust and to him and his grantee and assigns forever. In trust however for the following purposes. Whereas John A French the said party of the first has heretofore made executed and delivered to the said party of the third part his promissory note dated August 24<sup>th</sup> 1874 by which he promises to pay to the said Mary Woods or order for value received Four hundred and twenty Dollars.

Mobile, Mo August 24<sup>th</sup> 1874

One year after date I promise to pay to M. P. White and Mallie Woods or order Four Hundred and Twenty Dollars for value received payable at Mechanics Savings Bank Mobile Mo with interest from date at the rate of ten per cent per annum compounded annually and attorneys fee in case of suit. Now therefore if the said party of the first part or any one for him shall will and truly pay off and discharge the debt and interest expressed in the said note and any 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 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 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 Mobily 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 city of Mobily and upon such sale shall deliver 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 delivery 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 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 occasioned by others.

In witness whereof the said parties have hereunto set their hands and seal the day and year first above written.

J. A. French

*[Signature]*

State of Missouri

County of Randolph

ss

Be it remembered that on this the twenty fifth day of June A.D. 1875 before the undersigned a Notary Public duly qualified June 1<sup>st</sup> 1875 Commission expires May 14<sup>th</sup> 1875 within and for the County of Randolph aforesaid personally came John A French who is personally known to me 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 and the said John A French further declared himself to be single and unmarried.

*[Signature]*

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

B. J. Jones

Notary Public

Filed for record this 26<sup>th</sup> day of June A.D. 1875 at 2 o'clock 30 minutes P.M.

C. H. Hance Recorder



J. Bordaunt  
to  
Brunswick Bros.

This indenture made and entered into this the 24<sup>th</sup> day of March A.D. 1875 by and between J. Bordaunt of the County of St. Charles and State of Missouri of the first part and J. Brunswick & J. Brunswick & Jas. Brunswick comprising the firm of Brunswick Brothers of the County of St. Louis State of Missouri of the second part, Witnesseth that the said party of the first part has this day granted bargained and sold and by these presents do grant bargain and sell to the said party of the second part for and in consideration of the sum of Two hundred and Seventy five Dollars and interest as hereafter mentioned the receipt whereof is hereby acknowledged the following described Chattels lying and being situated in the County of St. Charles and State of Missouri and known and designated as follows to wit: One fine 4 1/2 x 9 Camm Board Billiard Table No 5253 with complete outfit with steel plate cushion all of which Chattels are to be used and to remain in the saloon of the said J. Bordaunt in the City of St. Charles County of St. Charles and State of Missouri. To have and to hold the above described Chattels together with all and singular the privileges and appurtenances thereto belonging or in anywise appertaining to the said party of the second part their heirs or assigns and the said party of the first part do covenant with the said party of the second part their heirs or assigns that they have lawfully seized have full right to convey that said Chattels are free from all encumbrances and will forever warrant and defend the same against all persons and claims whatever. The conditions of the foregoing deed are as follows: Whereas the said party of the first part is justly indebted to said party of the second part in the sum of Two hundred and Seventy five Dollars according to the tenor of Eleven certain promissory notes bearing even date herewith for the amount of Twenty five or/er Dollars each payable after one, two, three, four, five, six, seven, eight, nine, ten & eleven months respectively with ten per cent interest after maturity.

Now if the said party of the first part shall will and truly pay or cause to be paid to the said party of the second part their heirs or assigns the aforesaid notes as each respectively becomes due according to the tenor and effect of said notes then this conveyance shall be null and void and it is hereby expressly understood that if the first note is not paid when due or when paid any other note becomes due and is not paid then all and each of said notes or the sum of two hundred and Seventy five Dollars shall be and is absolutely due and payable. And it is further expressly understood and agreed that if the said notes or any of them are not paid when due then it shall be lawful for said party of the second part their heirs or assigns to enter upon and take possession of said Chattels wherever found to advertise and sell said Chattels to the highest and best bidder for cash in hand first having given four days notice of the time, terms, conditions and places of sale and we do hereby empower said party of the second part their heirs or assigns to advertise and sell as aforesaid said Chattels or as much thereof as will pay the aforesaid indebtedness and we do empower the said party of the second part their heirs or assigns to make, execute, deliver and acknowledge a deed or deeds for the Chattels to the purchaser or purchasers thereof and we do hereby make said acts and deeds our acts obligations contracts and deeds ours and each of us forever beyond the power of recall or revocation.

It is expressly understood that if any of said notes is not paid when due then all said notes are to become due absolutely of the sum of Two hundred and Seventy five Dollars. In witness whereof said party hereto of the first part has here to set his hand and seal this 26<sup>th</sup> day of March 1875.

Helix Bordaunt {seal}



State of Missouri }  
County of St Charles } ss

Before me the undersigned Justice of the peace in and for the said County and State personally appeared Felix Borden who is personally known to me to be the real person by whom and in whose name the foregoing deed is proposed to be executed and acknowledged and who in my presence executed and acknowledged the foregoing deed to be his act and deed for the use and purposes therein mentioned. In witness whereof I have hereunto set my hand this 26<sup>th</sup> day of March 1875.

Jno T Powell

Justice of the peace

Filed for record June 26<sup>th</sup> 1875 at 5 o'clock and 30 minutes P.M.

C. H. Hanna Recorder

Jubal N Thomas  
To  
D. J. Smother

This Deed made and entered into this 4<sup>th</sup> day of May eighteen hundred and seventy five by and between Jubal N Thomas of the County of Randolph State of Missouri party of the first part. Joseph Hamah of the County of Randolph State of Missouri party of the second part and Daniel J Smother of the County of Randolph State of Missouri party of the third part. Witnesseth that the 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 sell and convey unto the said party of the second part the following described personal property in the County of Randolph and State of Missouri to wit, One Brown man ten years old with a star in the forehead and one light bay man seven years old with blaze face all being in possession of the party of the first part to have and to hold the same with the appurtenances to the party of the second part and to his successor or successors in this trust and to them and their grantee and assigns forever. In trust however for the following purposes. Whereas Jubal N Thomas the said party of the first part did on the 7<sup>th</sup> & 8<sup>th</sup> days of April 1875 execute to Joseph Hamah his two promissory notes by which he promised to pay to the said Joseph Hamah One hundred and twenty six Dollars on or before the first day of January 1876 And whereas Daniel J Smother the said party of the third part stands as security for said Thomas on said notes. 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 the said note and every part thereof and save the said Daniel J Smother harmless as his security 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 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 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 anywise the then acting Sheriff of Randolph County Missouri at the request of the legal



holder of the said note he may proceed to sell the property hereinbefore described or any part thereof at public vendue to the highest bidder at the Court house doors in the town of Huntsville Randolph County Mo for cash first giving ten days public notice of the time terms and place of sale and of the property to be sold by ten written or printed advertisements put up in ten public places in the County of Randolph and upon such sale shall deliver 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 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 cost and expenses of executing this trust including legal compensation to the Trustee for his services and next he shall <sup>apply</sup> 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 <sup>or responsible for</sup> 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.

Jubal W. Thomas <sup>my</sup> <sub>seal</sub>

State of Missouri }  
County of Randolph } ss Be it remembered that on this 4<sup>th</sup> day of May A.D. 1875 before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came J.W. Thomas who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereof and acknowledged the same to be his act and deed for the purposes therein mentioned.

(LS)

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

Geo. M. Kibbough  
Notary Public

Filed for record this 29<sup>th</sup> day of June A.D. 1875 at 6 o'clock P.M.

C.H. Hance

By A.H. Waller Deputy

Recorder

Woods & Allen  
to  
W.A. Chambers

Released  
deedbook page 478

This deed made and entered into this 28<sup>th</sup> day of May eighteen hundred and seventy five by and between Joseph Woods and Thomas Allen of the County of Randolph State of Missouri parties of the first part James D. Verden of the County of Randolph State of Missouri party of the second part and W.A. Chambers of the County of Randolph State of Missouri party of the third part Witnesseth that the said parties of the first part in consideration of the debt and tract hereinafter 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: all the personal property used by the



said first parties in the Pacific Hotel in Mobile for Hotel purposes consisting of Bedsteads Bedding of every description Mattresses Carpets. Stand Tables Wash stands, Pianos, Chairs, Lamps, & Brackets, Tables, Table cover cloths Cooking utensils & Kitchen furniture. To have and to hold the same with the appurtenances to the party of the second part and to his successor or successors in this trust and to him and his grantee and assigns forever, In trust however for the following purposes. Whereas Geo W Daily and H. E. Daily made executed and delivered to Elijah Williams their two promissory notes dated Nov 24<sup>th</sup> 1873 each for the sum of Seven hundred and Eighty nine  $\frac{66}{100}$  Dollars with ten per cent interest from date one due in six months and the other due in nine months which said notes are now the property of W. A. Chambers and upon each of which said notes there is owing a balance of Five hundred Dollars one to be paid by extension August 4<sup>th</sup> 1875 the other December 4<sup>th</sup> 1875 as per endorsement with interest from December 4<sup>th</sup> 1874 the payment of which said notes the said first parties have assumed. Now 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 the said note and every part thereof when the same become 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 parties of the first part. But should the said first parties fail or refuse to pay the said debt or the said interest or any part thereof when the same or any part thereof <sup>shall</sup> 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 anywise the then acting Sheriff of Randolph County Missouri at the request of the legal holder of the said note or notes may proceed to sell the property hereinbefore described or any part thereof at public vendue to the highest bidder at the North front door of Mechanics Savings Bank City of Mobile Randolph County Missouri for each first giving 30 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 Mobile 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 sale and any statement of facts or recital by the <sup>trustee</sup> 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 be received as prima facie evidence of such fact and each 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 party of the second part covenants faithfully to perform and fulfill the trust herein created and not being liable or responsible for any mishance occasioned by others.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

Thos Allen

Joseph Woods

Seal  
Seal



State of Missouri }  
 County of Randolph }  
 Be it remembered that on this 28<sup>th</sup> day of May A.D. 1875  
 before the Undersigned a Notary Public within and for the County of Randolph  
 aforesaid duly commissioned March 18<sup>th</sup> 1875 and expires March 18<sup>th</sup> 1879 personally  
 came Thomas Allen and Joseph Woods who are personally known to me 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 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 City of Mobily Mo the day and year first above written  
 J. W. Dorser  
 Notary Public

Filed for record this 2<sup>nd</sup> day of July A.D. 1875.  
 C. H. Hance Recorder

J. S. Bogie  
 to  
 J. D. Bogie

Know all men by these presents that the undersigned Joseph S Bogie of  
 Randolph County Missouri in consideration of the sum of one hundred Dollars  
 to him paid by Thos D Bogie of Randolph County Missouri does sell assign  
 transfer and set over unto the said Thos D Bogie his executors administrators and  
 assigns all my growing crop of Tobacco on my farm in Township 54 Range  
 15 situated in Randolph County Missouri. Upon condition that if he  
 pay to the said Thos D Bogie executors administrators and assigns a  
 promissory note for one hundred Dollars of coin date here with bearing ten  
 per cent interest and due one day after date for value received 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 <sup>sum</sup> shall at the election of the said become imm-  
 ediatly 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 dispo-  
 sal or attempt to sell or dispose of said property or a removal or attempt  
 to remove the same from Randolph County Mo or an unreasonable  
 depreciation in value thereof the said Thos D Bogie or his legal  
 representatives may take the said property or any part thereof into his poss-  
 ion. Upon taking possession of said property or any part thereof either  
 in case of default or as above provided the said Thos D Bogie or his  
 legal representatives may proceed to sell the same or any part thereof at public  
 auction to the highest bidder for cash at the said farm of J. S. Bogie  
 in the County of Randolph and State of Missouri first having given 10 days  
 public notice of the time terms and place of sale and property to be sold by  
 printed hand bills and after satisfying 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 S Bogie or  
 his legal representatives. In witness whereof I have hereunto set my hand  
 and seal this 5<sup>th</sup> day of July A.D. 1875 Joseph S Bogie

This deed of mortgage is satisfied in full  
 this 12<sup>th</sup> day of 1876  
 attest C. H. Hance  
 Recorder

State of Missouri }  
 County of Randolph }  
 Be it remembered that on this 5<sup>th</sup> day of July  
 A.D. 1875 before the undersigned a Notary Public within and for the County



of Randolph aforesaid personally came Joseph S Bogie 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.

Alex H Waller

Notary Public

Filed for record this 5th day of July A.D. 1875 at 5 o'clock P.M.

C. H. Hance Recorder

By A. H. Waller D.C.

A. Bradmeyer  
to  
Brunswick Co

This indenture made and entered into this the thirtieth day of June A.D. 1875 by and between August Bradmeyer of the County of Randolph and State of Missouri of the first part and Brunswick Bros. Stephen & Hart Co of the County of St. Louis State of Missouri of the second part.

Witnesseth that the said party of the first part have this day granted bargained and sold, and by these presents do grant bargain and sell to said parties of the second part for and in consideration of the sum of One hundred and seventy five Dollars and interest as hereinafter mentioned the receipt whereof is hereby acknowledged the following described chattels lying and being situated in the County of Randolph and State of Missouri and known and designated as follows to wit: One fine Rosewood 4 x 6 feet four pocket bowl inlaid billiard Table <sup>together with one set 2 3/4 inch ivory billiard balls</sup> No 1055, 1 dozen Cues 1 cue rack 1 set Counters 1 Pool board & complete outfit. 1 set cushion jaws & 1 set Ivory (16) 2 3/4 inch ball pool with complete outfit all of which chattels are to be used and to remain in the billiard Saloon of the said August Bradmeyer in the City of Mobile County of Randolph & State of Missouri.

To have and to hold the above granted and described chattels together with all and singular the privileges and appurtenances thereto belonging or in anywise appertaining to the said parties of the second part their heirs or assigns and the said party of the first part does covenant with the said parties of the second part their heirs or assigns that they have lawfully seized have full right to convey that said chattels are free from all encumbrances and will forever warrant and defend the same against all persons and claims whatever. The conditions of the foregoing deed are as follows: Whereas the said party of the first part is justly indebted to said parties of the second part in the sum of one hundred and seventy five Dollars according to the tenor of seven promissory notes bearing even date herewith each for the Amount of Twenty five Dollars & payable after one, two, three four five six and seven months respectively with interest at the rate of ten per cent per annum after maturity. Now if the said party of the first part shall ever and truly pay or cause to be paid to the said parties of the second part their heirs or assigns the aforesaid notes as each respectfully becomes due according to the tenor and effect of said notes then this conveyance shall be null and void. And it is hereby expressly understood that if the first note is not paid when due, or when paid any other note or notes shall be paid and if any of the said notes or any of them are not paid when due then it shall be lawful for said parties of the second part their heirs or assigns to enter upon and take



possession of said Chattels whomever found to advertise and sell said Chattels to the highest and best bidder for cash in hand <sup>first</sup> having given four days notice of the time terms conditions and place of sale and I do hereby empower said parties of the second part their heirs or assigns to advertise and sell as aforesaid said Chattels or as much thereof as will pay the aforesaid indebtedness and I do empower the said parties of the second part their heirs or assigns to make assentation and acknowledge a deed or deeds for the Chattels to the purchaser or purchasers thereof and we do hereby make said acts and deeds our acts obligations contracts and deeds ours and each of us forever beyond the power of recall or revocation. It is expressly understood that if any of said notes is not paid when due then all said notes are to become due absolutely of the sum of one hundred & seventy five Dollars. In witness whereof said party hunter of the first part has hereunto set his hand and seal this 3<sup>rd</sup> day of July 1875.

August Brodemeyer {seal}

State of Missouri }  
County of Randolph }<sup>ss</sup> Before me the under-signed a Notary Public in and  
for the said County and State personally appeared August Bredemeyer and  
who is personally known to me to be the real person by whom and in whose  
name the foregoing deed is purposed to be executed and acknowledged; and  
who in my presence executed and acknowledged the foregoing deed to be  
his act and deed. In witness whereof I have hereunto set my hand



The witness whereof I have hereunto set my hand  
and official seal the 3<sup>rd</sup> day of July 1875 and  
I certify that my term of office commenced on the  
2<sup>nd</sup> day of September 1874 and ends September 2, 1878

Saml S McNaughton

Saml S M<sup>c</sup>Naughton

This instrument was filed for record on the 6<sup>th</sup> day of July, A.D. 1875

CH Hance Recorder

By A. F. Waller Deputy

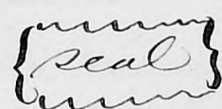
Bush Holden  
to  
Austin

This deed made and entered into this 13<sup>th</sup> day of July Eighteen hundred and Seventy five by and between J. H. Burkholder of the County of Randolph State of Missouri party of the first part Thomas L. Heathman of the County of Randolph State of Missouri party of the second part and W. D. Austin 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 do by these presents 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: 1 Emerson Piano. Seven Parlor Chairs 1 Marble top centre table 1 sofa or divan Two turkey carpets 1 hat rack 6 pictures or paintings and frames. 1 Wilson Sewing machine 1 Office Table and Case 1 office chair 1 Letter press and Copy Book 9 large door and window frames the above described furniture being now in the dwelling house in which said Burkholder resides and said frames being in the wood house and a smoke house on the premises now occupied by said Burkholder to have and to hold the same with the appurtenances to the party of the second part and to his successor or successors in this trust and to them and their grantee and assigns forever. In trust however for the following purposes to-wit:

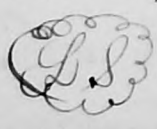


J. H. Burkholder the said party of the first part has this day made executed and delivered to the said party of the third part his promissory note of even date herewith by which he promises to pay to the said W. D. Austin or order for value received Three hundred Dollars payable on or before the 25<sup>th</sup> day of December next bearing ten per cent interest from date, now therefore if the said party of the first part or any one for him shall will and truly pay off and discharge the debt and interest expressed in the 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 hereinafore 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 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 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 hereinafore described or any part thereof at public vendue to the highest bidder at the Court House door in the city of Huntsville Randolph County Mo for cash first giving 10 days public notice of the time terms and place of sale and of the property to be sold by 5 printed advertisements put up in 5 public places in said County and upon such sale shall deliver the property sold to the purchaser or purchasers thereof and receive the proceeds of said sale and any statement of facts or or verbal by the said Trustee in relation to the non payment of the money secured to be paid the advertisement sale, receipt of the money 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 party of the first part or his 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 this day and year first above written,

J. H. Burkholder 

State of Missouri }  
County of Randolph }  
before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came Joseph H. Burkholder who is personally known to me 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, and I certify that my commission is dated 10<sup>th</sup> Sept 1874 and expires 10<sup>th</sup> Sept 1878. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Huntsville the day and year first above written.

 Geo. W. Keefauver Notary Public

Filed for record this 18<sup>th</sup> day of July AD 1875 at 8 o'clock 5 minutes P.M.

By A. H. Waller D.C.

C. H. Hance Recorder



Dusenbury  
to  
R. J. Chard

This deed made and entered into this Fifteenth day of July Eighteen hundred and twenty five by and between George W Dusenbury of the County of Randolph State of Missouri party of the first part & Joseph Woods of the county of Randolph State of Missouri party of the second part and Robert J Chard of the County of Randolph State of Missouri party of the third part: Witnesseth that the party of the first part in consideration of the debt and trust herein after mentioned and created and of the sum of one dollar & 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 situate lying and being in the County of Randolph and State of Missouri to wit: 1 Bureau & Glass 1/2 Bureau & workstand 1 Bedstead Large & fine 1, 4 light chandeliers, 18 cane seat chairs, 1 Feather Bed 1 lot top mattress, 1 Chamber set (fancy) 1 Large figure 1 Brussels carpet, 1 small fig B carpet 2, 2 light chandeliers, 3 side lamps, 4 oil paintings, 1 chrome (steel plate) 37 pillow slips 20 yds oil cloth, 2 ice chests 59 sheets, 7 white spreads, 1 Large Bar glass mirror 11 cut glasses, 6 soda glasses, 24 silver spoons, 15 yds 3 ply carpets 10 hr white lace curtains 20 yds oil cloth, 18 yds plain carpet & strips 26 yds 3 ply carpet 2 Red Carpet Benches, 5 Bedsteads, 10 mattresses, 13 wash Bowls, 5 water pitches 3 water cans, 3 slop buckets 3 foot tubs 5 wash stands 5 sets B springs, 4 fine oil paintings, 5 mirrors, 17 blue oil curtains 1, 2 ply carpet 6 stand lamps 6 cushions 5 heating stoves, 5 elbows, 25 joints of pipe 1 coal stove 2 Dining tables 1 safe 1 Lounge, 2 marble top tables, 2 doz plates 1 Doz cups & saucers 2 Butter dishes 4 water pitches 1 Doz Knives & forks 1 Caster 1 oil can 1 Hat rack 4 Chambers 2 water Buckets 1 Quail net 17 pillows 10 coverlets 1 clock 1 ward robe 7 frame pictures, To have and to hold the same with the appurtenances to the party of the second part and to His successor or successors in this trust and to him and his grantee and assigns forever, In trust however for the following purposes Whereas George W Dusenbury the said party of the first part has this day made executed and delivered to the said party of the third part His promissory note of even date herewith by which he promises to pay to the said R. J. Chard or order for value received Two hundred and fifty Dollars

Sir

Copy of Note,

Noted, Me July 15<sup>th</sup> 1875

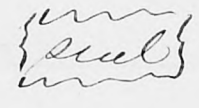
Six months after date I promise to pay R. J. Chard or order Two hundred and fifty Dollars with 10% int from date and without defalcation and for value recd.

G. W. Dusenbury

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 the said note and every part thereof when the same become 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 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 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 anywise 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

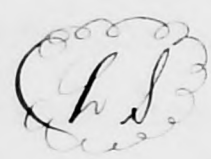


City of Mobily Randolph County Mo for cash first giving 30 days <sup>public</sup> notice of the time time and place of sale and of the property to be sold by advertisement in some newspaper printed and published in the city of Mobily Mo and upon each sale shall execute and deliver a deed in fee simple of the property sold, 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 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 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 occasioned by others. In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

G. W. Dusenberry 

State of Missouri }  
County of Randolph }

20 Be it remembered that on this fifteenth day of July A.D. 1875 before the undersigned a Notary Public within and for the County of Randolph aforesaid personally came G. W. Dusenberry who is personally known to me 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 official my official seal at my office in Mobily Mo the day and year first above written. Commission issued Feb 28<sup>th</sup> 1873 Expires Feb 28 1877.

Jas D Merdun  
Notary Public

Filed for record this 16<sup>th</sup> day of July A.D. 1875 at 4 o'clock 30 minutes P.M.

C. H. Hance Recorder

By A. H. Mallin Deputy.

Robert Ransdall  
to  
J. J. Lewis

This deed made and entered into this 23<sup>rd</sup> day of June Eighteen hundred and seventy five, by and between Robert Ransdall of the county of Randolph State of Missouri party of the first part J. J. Goodfellow of the county of Randolph State of Missouri party of the second part, and John J. Lewis President of the Independent local and mining Co 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 Situate lying and being in the county of Randolph and State of Missouri to wit: One Bay horse three years old and the running gear of a wooden axle wagon. Said property being now in the possession of said Ransdall and so to



premium mital wanted for the purposes of this deed also one blind grey horse now in the possession of said Randall and to remain mital wanted for the purposes of this deed.

To have and to hold the same with the appurtenances, to the party of the second part and to his Successor or Successors in this Trust and to him and his grantees and assigns forever.

In Trust However For the following purposes Whereas Robert Randall the said party of the first part, has this day made executed and delivered to the said party of the third part his promissory Note of even date herewith by which he promise to pay to the said John J. Lewis as President aforesaid, or order for value received Twenty five dollars

Six Months after date with interest from date at the rate of ten per cent per annum mital paid

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 the 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 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 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 refusal to act or disability in anywise 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 east door of the Moberly Bank in the town of Moberly 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 Mo 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 nonpayment of the Money secured to be paid, the advertisement, sales receipt of the Money and the Execution of the deed 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 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 occasioned by others

In witness whereof, The said parties have hereunto set their hands and seals the day and year first above written



Robert <sup>his</sup> Randall

Seal

State of Missouri

County of Randolph }<sup>ss</sup> Be it remembered that on this 23<sup>rd</sup> day of June A. D. 1875, before the undersigned a notary Public within and for the county of Randolph aforesaid personally came Robert Randall, who is personally known to me 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 Moberly Mo the day and year first above written. My term began in 1874 and ends in 1878

B. S. Head Notary Public

L.S.

Filed for record July 24<sup>th</sup> 1875. L. H. Hance, RecorderJames Dawson  
to  
W. J. Rutherford

Know all men by these presents: that the undersigned James Dawson of Randolph county Missouri, in consideration of the sum of Four hundred and fifty (\$500) dollars to him paid by W. J. Rutherford of Randolph county Missouri do sell assign, transfer and set over unto the said W. J. Rutherford his executors, administrators and assigns all of my present growing crop of Tobacco about Eight acres more or less situated on my farm in Sec 29, T 54, R 15 also fifteen acres of corn growing on said farm and Eight head of Horses five aged horses and three colts, being my entire stock of Horses.

It being agreed as to the tobacco crop above mentioned that the said Dawson shall have the privilege of preparing the same for market but in case of sale the said W. J. Rutherford is hereby empowered to sell the same and receive the money arising from the said sale to the amount of the above sum of Four hundred and fifty dollars with ten per cent interest on same. Upon condition that I pay to the said W. J. Rutherford his Executors administrators and assigns the sum of Four hundred and fifty dollars with ten per cent interest from date on or before the first day of July 1876. 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. Rutherford 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 farm upon which I now reside

Or an unreasonable depreciation in value thereof, the said W. J. Rutherford 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. J. Rutherford or his legal representatives 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 St. Louis county of Randolph and State of Missouri, first having given

This deed of mortgage is satisfied in full  
this 18<sup>th</sup> day of July 1875  
W. J. Rutherford



twenty day public notice of the time, terms and place of sale and property to be sold, by advertisement in some newspaper published in Randolph County Missouri. And after satisfying the necessary cost, 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 James Lawson or his legal representative. In witness whereof I have hereunto set my hand and seal this 26<sup>th</sup> day of July A.D. 1875

James Lawson

Signed sealed and delivered in presence of

A. P. Terrill

State of Missouri } ss  
County of Randolph }

Be it remembered that on this 26<sup>th</sup> day of July A.D. 1875 before the undersigned a Judge of Probate within and for the county of Randolph aforesaid, personally came James Lawson 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

A. P. Terrill

Judge of Probate

W. S. S.

Filed for record July 26<sup>th</sup> at 3 o'clock + 30 minutes P.M. 1875-

W. H. Hanes, Recorder

W. H. Winfrey &  
James S. Briscoe  
to  
Wright & Hollis

Know all men by these presents: That the undersigned William H. Winfrey and James S. Briscoe of Carrollton Carroll County Missouri in consideration of the sum of Thirteen hundred and fifty dollars to them paid by J. S. Wright and W. J. Hollis of Moberly Randolph County Missouri do sell, assign, transfer, and set over unto the said J. S. Wright and W. J. Hollis their Executors, administrators and assigns the following personal property to wit: One close carriage Two red Buggies of the Wright Make, Two Black Buggies with Poles, each for two horses one two horse wagon, one three seated spring wagon one two seated spring wagon, ten sets of double harness two sets of single harness two sleighs, one sulky Two black horses one bay horse called bulley, one sorrell horse called Scatter, Two brown gray horses one about 15 hands the other about 16 hands high one bay Mare about 15 hands high, one dun horse about 15 1/2 hands high, Two bay horses called honest Johns, one bay horse called Rainbow, One Bay horse about 16 hands high Making in all twelve horses, The above property is the stock and property now in the brick <sup>stable</sup> corner of Clark and Evans streets Moberly Missouri upon condition, That if they pay to the said J. S. Wright and W. J. Hollis their Executors administrators and assigns Two notes dated Moberly July 29<sup>th</sup> 1875 payable to the order of Wright and Hollis in six months each for Three hundred and thirty seven & 50/100 dollars and two for same amount each due in twelve months



The note secured by this deed of trust has been paid  
 and this deed of trust is her by and satisfied in full  
 This 18 day of August 1876. Wright & J. Hallis  
 Attest C. H. Hanger Recorder  
 By A. H. Waller Deputy.

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. D. Wright and W. J. Hallis or  
 their executors administrators or assigns become <sup>immediately</sup> 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 Maubury Randolph County Missouri, or an  
 unreasonable depreciation in value thereof the said J. D. Wright and  
 W. J. Hallis 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 as  
 above provided, the said J. D. Wright and W. J. Hallis 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 place herein  
 mentioned in the city of Maubury county of Randolph and State  
 of Missouri, first <sup>having</sup> giving twenty days public notice of the time terms  
 and place of sale, and property to be sold, by six written or printed  
 hand bills put up at six of the most public places in said city  
 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 W. H. Winfrey and  
 J. D. Briscoe or their legal representatives.

In witness whereof we have hereunto set our hands and seals this  
 twenty ninth day of July A. D. 1875-

W. H. Winfrey

J. D. Briscoe

State of Missouri } ss  
 County of Randolph }

Be it remembered that on this twenty ninth day of July  
 A. D. 1875, before the undersigned, a Notary Public within and for the  
 County of Randolph aforesaid, personally came W. H. Winfrey and J. D.  
 Briscoe qualified June 18<sup>th</sup> 1875 - commission expires June 18<sup>th</sup> 1881 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. The testimony whereof I have hereunto set my hand  
 and affixed my official seal at my office in Maubury in  
 said county, the day and year first above written.

B. J. Jones

Notary Public

Filed for record 30<sup>th</sup> day of July A. D. 1875 - at 6 o'clock P. M.

C. H. Hanger

Recorder