Platte County Circuit Court
Circuit Court
November Term 1866 No. 1362

Box 71 File 52

Walker, Francis (Admin. of Joseph Walker, dec'd)

vs

Walker, Franklin

Mortgage Foreclosure

-Re: N 1/2 of NE 1/4 - S10, T51, R34
- Lot 2 in Parkville, MO
- 4 slaves: Murray, age 37
Adeline, age 37
Napoleon, age 12
Malissa, age 14
- Circular sawmill

Francis I Walker Admx

vs

Franklin Walker

A 3654.23

Judgt ent. June 487

Judgment

November Term 1866

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1362

In the Platte Circuit Court
November Term A.D. 1866.

Francis S. Walker Administrator of Dorsith. Walker dec'd.
Against
Franklin Walker Defendant

Plaintiff states that defendant on the 2nd day of January 1865 for the purpose of saving Dorsith Walker (since deceased) harmless from the payment of certain debts for which said Dorsith Walker stood bound as security for said defendant executed and delivered to Dorsith Walker his certain deed of Mortgage (herewith filed) conveying to said Walker the following described real and personal property in Platte County, to-wit North half of the North East quarter of Section No (10) Township (51) of Range (34) containing 80 acres also a lot or parcel of ground lying in the town of Parkville Platte County known as lot No (2) in Block No (one) also 4 slaves also a circular saw mill with its appendages also one 2 horse & one of mule & one two horse buggy also 7 head of horses also 2 yoke of oxen 6 head of cows and 8 calves and 100 head stock hogs. also one corn & cob Crusher. The also mortgage

is upon the following conditions. that if the said defendant should pay off and save harmless the said Joseph Walker from the payment of a judgment in defendant & said Joseph Walker in his security - in favor of Paul Shepard rendered in the Platte circuit Court for $2023.75 cents and cost of suit $10.20 cents and that said defendant should also pay off and discharge a note executed by defendant and said Joseph Walker to Mary Hughes for $340. Sept 10th 1859 with 10 per cent compound interest from date. and that said defendant should pay off certain notes in said mortgage mentioned payable to said Joseph Walker or bearer of M. D. Moon which said notes are now on file in the office of the Circuit Clerk of Platte County in a suit between said M. D. Moon and defendant and cannot be filed in this suit. Plaintiff avers that said Joseph Walker did pay off the said judgment in favor of said Shepard as evidenced by the entry of defendant hereinbefore filed amounting to ~~$2026.75~~ $2090.22 cents and that defendant has paid no part Sept 4th 1865 of the same to said Joseph Walker or plaintiff. Plaintiff further

avers that defendant failed to pay
off the said note to Mary Hughes but
that Joseph Walker paid the same
and that the same remains due
to said Walkers estate amting to $340
with 10 per cent interest from maturity
of note compounded. Plaintiff further
avers that defendant has failed to
pay any of the notes given to said
Joseph Walker as guardian as aforesaid
but that the same remains due
and unpaid Plaintiff further states
that Joseph Walker departed this life
in the year 1864 and that letters of
administration were granted by the
Probate Court of Platte County
on said Estate. Wherefore Plaintiff
prays that judgment may be
rendered for the aforesaid debts and damages
and interest and that the equity of
redemption of said defendant in
& to said above described property may
be foreclosed and that the same or
so much thereof as may be necessary
be sold to pay off and discharge the judgment
rendered and for other further relief

E. H. Norton
Atty for Plaintiff

1362

Francis D. Walker
administratrix

vs } Petition

Franklin Walker

Shff Ogdens Fees 1.00

Filed October 18. 1866
Geo H Bell
Clerk

E. H. Norton atty for Plaintiff [illegible] sworn
says that the above petition and
the matters therein stated he believes
to be true — E. H. Norton

Subscribed & sworn to before me this 18 day of Oct 1866
Geo H Bell Clk



$ 300

1859.

Sept 10th

Six Months after date we or either of us promise to pay to order of

Mary Hughes The Sum of

Three Hundred ~~and~~ forty

100 Dollars

for value received, negotiable and payable without defalcation or discount, with interest from Maturity at the rate of 10 per cent. per annum, and if the interest is not punctually paid it shall become a part of the principal annually, and thereafter bear interest at the same rate as the principal debt.

Due, March 1st 1860.

Franklin Walker

Joseph Walker Witness

and security.

11

Idaho Oct 18 1866

Geo W Bell
Clk

Jany 1. 1867 Received on the within note Two hundred dollars.



$ 69 32

Platte County Missouri March 8th 1859.

Twelve Months after date we or either of us promise to pay to order of

Joseph Walker & Samuel Rixey Executors of the Estate of M.M. Hughes

Sixty-nine 32/100 Dollars

for value received, negotiable and payable without defalcation or discount, with interest from Maturity at the rate of 10 per cent. per annum, and if the interest is not punctually paid it shall become a part of the principal annually, and thereafter bear interest at the same rate as the principal debt.

Due. March 8th 1860

Franklin Walker

Per with balance
of Warrant dfs
Nov 14/64 Forty three
35/100 Dollars,

Filed Oct 18 1866
Geo W Bolt
Clk



$2090.22

One day after date I promise to pay to Mrs Frances D Walker admx of the estate of Joseph Walker deceased Twenty Hundred and Ninety 22/100 Dollars bearing ten per cent interest from Feby 2nd 1863 being the amount paid at that date by Joseph Walker on judgment in favor Shipard and secured to Joseph Walker by deed of trust or Mortgage

Sept 4th 1865

Witness
W. M Paxton

Franklin his x Walker
mark

J J Walker

To

Mrs F J Walker

Filed Oct 18 1866
Geo W Lee
Clk

Know all men by these presents that I Franklin Walker of the County of Platte and State of Missouri have this day for and in Consideration of the Sum of One dollar to me in hand paid by Joseph Walker of said County and State & for the further Consideration as hereinafter Mentioned, Granted, bargained and Sold and by these presents do grant bargain and Sell unto the said Joseph Walker the following described tract or parcel of land Situate in the County of Platte and State aforesaid as well as the following personal property hereinafter described also lying in Said County and State, the said real estate being Known as the North half of the North East quarter of Section No Ten (10) in Township No fifty one (51) of Range No thirty four (34) Containing 80 acres More or less, also a lot or parcel of Ground lying in the Town of Parkville in Said County and State and Known as Lot No two in Block One

Also the following personal property. Four or Say four Slaves Viz: A man named Murray aged about thirty Seven years, a Woman, named Adline aged about thirty Seven years, a boy, named Napoleon aged about 12 years and a girl named Malissa aged about 14 years. Also a Circular Saw Mill at this time Situated on the farm where I now

1 DOLLAR 1 U.S. INTERNAL REVENUE 1 DOLLAR 1
Jan 12
1863

reside together with all the running gear ~~and~~ appendages and fixtures thereto belonging or attached also one 2 horse Wagon and one ox Wagon and one 2 horse Buggy now in my possession on said farm in St Count; also 7 head of horses viz 1 Brown horse aged about 15 years one Sorrel Man aged about 8 years, one Sorrel Man aged about 6 years. 2 bay Mares aged about 5 years one yellow Colt aged 3 years and one yearling Sorrel Colt. now in my possession on St farm. Also 2 yoke of oxen one of which is Black and one Brindle ind. 6 head of Cows 8 head of Calves and one hundred head of Stock hogs also one Corn and Cob Crusher Mill (and little Giant) the above hins now in My possession on said farm.

To have and to hold the above real estate and premises above described & hereby conveyed, with all the rights, privileges and appurtenances thereto belonging unto the said Joseph Walker and his hins and assigns forever, and I do hereby Convey and transfer, and sell to said Joseph Walker the above described personal property to hold the same unto him and his hins forever.

Upon this Express Condition; that ~~I~~ whereas I the said Frank lin Walker, did on the first day of January 1861. Make execute and deliver to said Joseph Walker my certain Promissory note, for the sum of twenty five dollars and twenty two cents payable one day after date & dated on said 1st day of January 1861. to Joseph Walker, with interest thereon from date at the rate of 10 per cent ~~per annum~~ if interest thereon shall not be punctually paid to bear like interest with the principal debt, the same hins without

6 by. W. Calvert) Which said note is still due and unpaid.
also I did make execute and deliver the following notes
& obligations to said Joseph Walker, as Guardian of M J
Moore Viz: an obligation for $150.00 payable to said Walker
on the 1st day of January 1860. & dated January 1st 1859. drawing
10 pr Ct interest from due till paid & if interest punctually paid
the same to bear like interest with Principal debt. the same
being for hire of Slave called "Ben" Said obligation signi-
7 fied by "S Rixey" also a promissory note made executed & delivered
by me to Said Walker, dated January 1st 1859. for the sum of
$32.16- payable One day after date to Said Walker as Guardian
as aforesaid with 10 pr Ct interest from date till paid & if
interest is Not paid punctually Said interest to bear like interest with
the principal debt. the same being witnessed by "Samuel Rixey"
also a promissory note made, executed & delivered by me
to Said Walker and One Samuel Rixey Executors of Es-
8 tate of M. M. Hughes for the sum of Sixty-Nine dollars
and thirty two Cents dated March 8th 1859. payable 12
Months after date to Said Walker & Rixey, drawing 10 pr
Ct interest from Maturity & if interest not punctually paid,
the interest to draw like interest as the Principal debt.
Also a promissory note, made, executed, & delivered,
by me to Mrs Mary Hughes late deceased in her lifetime, for
the Sum of three hundred and forty dollars, dated, September
9 10th 1859 payable to Said Hughes, Six Months after the date
thereof, with 10 pr Ct from due till paid & if interest not
punctually paid to draw interest as principal debt, & at the
same rate, the Said note being also executed by Said
Joseph Walker as my Security - thereto, Said Rixey, & Walker being Executors of Est. of M Hughes
also a promissory note Made executed and delivered by me
to Said Joseph Walker guardian of M J Moore for the Sum

of Hount, eight dollars & fifty nine cents dated January 1st 1861
payable 12 Months after date to Sd Walker, as aforesaid with 10 hr ct
10 interest from due & if interest not paid punctually to bear like inter-
est with principal debt, the same being witnessed by "B Calvert."
Also a promissory note, Made executed & delivered by me, to Said Walker
as Guardian of Sd Moore for the sum of $28.50/100 dated January
1st 1859. and payable on the 1st day of January 1860. with 10 hr
Ct interest from date till paid & if interest not punctually paid
to draw like interest with principal debt, annually the Said
14 Note being also signed by Said Walker as My Security thereto. and
witnessed by Samuel Ridge Also a certain obligation Made
executed & delivered by me to Said Walker, as Guardian of Sd Moore
for the Payment of the Sum of $112.50 dated April 1st 1859
payable to Said Walker as aforesaid on the 1st day of January
1860 with interest thereon from Making - at the rate of 10 hr Ct per
Annum & if interest not paid punctually the same to draw inter-
12 est annually as the principal debt. Said Walker also Signing
the Same as Security thereto. the Said obligation being for hire
of Slave "Isaac" belonging to Said Moore.
Also a certain promissory note, Made, executed and delivered by
Me, to Said Jonah Walker, for the Sum of $125.00 dated
January 1st 1860. and payable to Said Walker as aforesaid, 12
Months after date with interest thereon of 10 per Ct. from
Making, till paid & if interest not punctually paid, the same
to draw like interest Annually as the principal debt. Said
10 Walker also having Signed & executed the Same as My Security thereto
the Same being witnessed as "J M Penniston." the Said note being given
for hire of Slave Named "Isaac". belonging to Sd Moore.

also a certain Promissory note, Made executed, And delivered by Me to Said Joseph Walker as Guardian of D Moon for the Sum of $28.59 dated January 1st 1860. And payable 12 Months after date to Said Walker as Guardian aforesaid with 10/pr ct interest from Maturity till paid & if interest not paid punctually, the Same to draw like interest Annually as the Principal debt. Said Walker having signed the Same as my Security - thereto And the Same being indorsed by "F M Pemberton." also a certain Promissory note Made executed & delivered by me to one M J Moon, Said Joseph Walker being now the owner & holder thereof, for the Sum of $28.59 dated January 1st 1862. And payable to Said Moon 12 Months after the date, with interest at rate of 10/pr ct from and till paid & if not punctually paid the interest to draw like interest Annually with the principal. And also Whereas Paul Shephard has recovered in the Circuit Court of Dallas County & State Judgment, against Myself and Said Joseph Walker, as the Cost Securities thereof the Same being given on 1st of Dec 1862. for the Sum of $2023.75 on an obligation wherein Said Walker was Surety My Security, the accruing Costs of Said Judgment being about $10.20. all of which Several obligations and demands as above Set forth being still owing and unpaid.

Now; If I the Said Franklin Walker, Shall well and truly pay off and Satisfy all and Singular the Demands and obligations above Set forth, due and to become due and owing the Said Joseph Walker Individually or as Guardian, as above

together with the interest thereon according to the
tenor & effect thereof Whenever the Same Shall be de-
manded. And Shall well and truly, hold the Said
Joseph Walker, harmless forever, on account of
any and all liability Whatever, Which the Said Joseph
Walker has incurred or of which he now Stands liable
17 by reason of his being My Security - as aforesaid
on the Said demands as above expressed & in return of
the Said judgment, by reason of My fully Satisfying these
Claims for Which as aforesaid he Stands liable as
above, according to the tenor & effect of Said Claims. then
this Conveyance to be void, otherwise, to remain in full
force & virtue in Law. And the Said Joseph Walker in
that event, May proceed to Sell the property both real
& personal as herein described or any part thereof at
public vendue, to the highest bidder at the premises of
18 the undersigned in the County of Platte & State aforesaid
for Cash in hand. 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
in Said County or any mode of advertisement agreed on by
the parties and upon Such Sale, and the payment of
the Purchase Money, Shall execute and deliver a conveyance
of the said real estate So Sold to the Purchaser, and also
Shall execute & deliver bills of Sale of the said personal
property and give possession thereof to the Purchaser, as
19 Ready any Statement of facts or recital by the Said Joseph
Walker in Such Conveyance or bills of Sale or delivery
of possession - in relation to the advertisement

Sale, receipt of the purchase money, or execution
of such conveyance, shall be received as prima
facie evidence of the truth thereof
And the said Joseph Walker, shall with the proceeds
of the Sale aforesaid pay, first, the expenses of this trust
And next, whatever may be in arrear or unpaid on
said note obligations and liabilities aforesaid whether
-er of principal or interest, And the balance if any
shall be paid over, to the undersigned or his
legal representatives
In Witness Whereof I have here-
unto Subscribed My name and affixed
My Seal, this 12th day of January 1863

Witness
W W Clarke

Franklin Walker his mark Seal

State of Missouri }
County of Platte } Sct:

I Geo W Belch, Clerk of the Circuit
Court of Platte County, Missouri, hereby certify that
on the 12th day of January, A.D 1863 before me
as Clerk aforesaid, personally came Franklin Walker
to me well and personally known to be the same person whose name is
subscribed to the written foregoing Mortgage as a
party thereto and he acknowledged the same to be
his voluntary act and deed for the uses and purposes
therein mentioned.

Witness my hand and Seal of said Court this 12th day
of January AD 1863

Geo W Belch. Clerk
By A.S. Vogdes. Dep

State of Missouri }
County of Platte } Set

I Geo W. Bell clerk of the Circuit Court and Ex officio Recorder within and for the County of Platte in the State of Missouri do hereby certify that the within and foregoing Mortgage together with the ~~certificate~~ of acknowledgment thereto annexed was filed in my office on the 12th day of January A D 1863 and duly recorded in Record Book "G" at pages 683. 4. 5. 6.

In testimony whereof I have hereunto set my hand & Seal of said Court at office in Platte City Mo this 26. day of March A D 1863

Geo W. Bell Recorder

Franklin Walker
to
Mortgage
Walker

300 2.50 -
683. 4. 5. 6

Filed for Record January 12
A D 1863 - 12. o'clock. M.
Geo. W. Bell. Clerk
By C. S. Hogan. D. C.
Recorded ——— 3.00 Paid by
Comparison ———

Slaves Duly
Deputy Recorder

Paid by
5.00
32
2.50
2.50
3.00

STATE OF MISSOURI, } SCT.
COUNTY OF PLATTE.

The State of Missouri to the Sheriff of Platte **County, Greeting:**

You are hereby commanded to summon Franklin Walker

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that he be and appear before the Judge of our Platte Circuit Court, in and for said County, on the first day of the next term thereof, to be holden at the Court House in Platte City, on Monday, the 12th *day of* ~~October~~ November *next, then and there to answer to the petition of* Francis S Walker Admintratrix

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Wherein fail not, and have you then and there this writ.

Witness, **GEO. W. BELT,** Clerk of said Circuit Court, with the seal thereof affixed, at Platte City, this 18 day of October A. D., 186 6

Geo W Belt CLERK.

Served the within writ and petition by delivering a true copy of the same to a white member of the family of the within named Franklin Walker over the age of 16 years at his usual place of abode in Platte County Mo, on this the 26th day of October 1866,

N. P. Ogden Sheriff