

This Deed, made and entered into this 23rd day of October, 1923, by and between Thodore Sacher and Emma Mitchell his wife, of the County of Cape Girardeau, State of Missouri, parties of the first part, and Charles H. Schuchman, of the County of Cape Girardeau, State of Missouri, party of the second part, and Caroline Williamson, of the County of Cape Girardeau, State of Missouri, party of the third part,

WITNESSETH: That the said parties of the first part, in consideration of the debt and trust heretofore 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 hereby present Grant, Release and Quit, Cover and Convey, unto the said party of the third part, the following described land to-wit: One lot of land of the North east quarter of the North east quarter of Section Eight One Town Eight Thirty three North of Range One East of Shawnee Creek 42 Ave. more or less; and being the same land conveyed to Thodore Sacher on the fifteenth day of September A.D. one thousand eight hundred and twenty three, containing on the aggregate 12.4 acres more or less;

TO HAVE AND TO HOLD THE SAME, with the appurtenances, to the party of the second part, and to his heirs, successors or assigns in this Trust, and to him, for the following purpose: Yankee, Thodore Sacher and Emma Mitchell his wife

the said party of the first part to the day made, executed and delivered to the said party of the third part, him, Preliminary Note, of even date, herewith, by which he promises to pay to the said Caroline Williamson Five hundred DOLLARS, or order, for value received, Five hundred DOLLARS.

NOW, THEREFORE, If the said party 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 heretofore conveyed shall be released at the cost of the said party of the first part, but should the said party of the 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 Cape Girardeau County, Missouri, at the request of the legal holder of the said Note, may proceed to sell the property hereinafter described, or any part thereof, at public vendue, to the highest bidder, at the Court House door, in the City of Jackson Cape Girardeau County, Missouri, for cash, free going, offering to be sold, at 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 Cape Girardeau, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, and together with the proceeds of said sale, and any amount of funds or moneys by the said Trustee, in addition to the sum of money received 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 said sale and such Trustee shall, out of the proceeds of said sale, pay first, the costs and expenses of executing this Trust, including legal compensation to the Trustee for 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 representative, and the said party of the second part covenants faithfully to perform and fulfill the Trust herein created, not being liable or responsible for any misfeasance committed by others.

IN WITNESS WHEREOF, The said parties of the first part, do hereunto set their hand and seal on this day and year first above written. Signed, sealed and delivered in presence of us: Thodore Sacher Charles H. Schuchman Caroline Williamson

STATE OF MISSOURI, County of Cape Girardeau, on this 23rd day of October, 1923, before me personally appeared Thodore Sacher and Emma Mitchell his wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office as County Judge the day and year first above written. My term of office as a Notary Public will expire January 1st 1924

STATE OF MISSOURI, County of THIS, on this 18 day of 1923, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, 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 as County Judge the day and year first above written. My term of office as a Notary Public will expire 1923

The foregoing Deed of Trust was filed for Record this 17th day of November, 1923, at 4 o'clock 32 minutes P.M. By Charles H. Schuchman County Judge Recorder

REMARKS: By Sacher Spaulding & Company

This Deed, made and entered into this 23rd day of October, 1923, by and between Thodore Sacher and Emma Mitchell his wife, of the County of Cape Girardeau, State of Missouri, parties of the first part, and Charles H. Schuchman, of the County of Cape Girardeau, State of Missouri, party of the second part, and Caroline Williamson, of the County of Cape Girardeau, State of Missouri, party of the third part,

WITNESSETH: That the said parties of the first part, in consideration of the debt and trust heretofore 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 hereby present Grant, Release and Quit, Cover and Convey, unto the said party of the third part, the following described land to-wit: One lot of land of the North east quarter of the North east quarter of Section Eight One Town Eight Thirty three North of Range One East of Shawnee Creek 42 Ave. more or less; and being the same land conveyed to Thodore Sacher on the fifteenth day of September A.D. one thousand eight hundred and twenty three, containing on the aggregate 12.4 acres more or less;

TO HAVE AND TO HOLD THE SAME, with the appurtenances, to the party of the second part, and to his heirs, successors or assigns in this Trust, and to him, for the following purpose: Yankee, Thodore Sacher and Emma Mitchell his wife

the said party of the first part to the day made, executed and delivered to the said party of the third part, him, Preliminary Note, of even date, herewith, by which he promises to pay to the said Caroline Williamson Five hundred DOLLARS, or order, for value received, Five hundred DOLLARS.

NOW, THEREFORE, If the said party 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 heretofore conveyed shall be released at the cost of the said party of the first part, but should the said party of the 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 Cape Girardeau County, Missouri, at the request of the legal holder of the said Note, may proceed to sell the property hereinafter described, or any part thereof, at public vendue, to the highest bidder, at the Court House door, in the City of Jackson Cape Girardeau County, Missouri, for cash, free going, offering to be sold, at 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 Cape Girardeau, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, and together with the proceeds of said sale, and any amount of funds or moneys by the said Trustee, in addition to the sum of money received 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 said sale and such Trustee shall, out of the proceeds of said sale, pay first, the costs and expenses of executing this Trust, including legal compensation to the Trustee for 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 representative, and the said party of the second part covenants faithfully to perform and fulfill the Trust herein created, not being liable or responsible for any misfeasance committed by others.

IN WITNESS WHEREOF, The said parties of the first part, do hereunto set their hand and seal on this day and year first above written. Signed, sealed and delivered in presence of us: Thodore Sacher Charles H. Schuchman Caroline Williamson

STATE OF MISSOURI, County of Cape Girardeau, on this 23rd day of October, 1923, before me personally appeared Thodore Sacher and Emma Mitchell his wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office as County Judge the day and year first above written. My term of office as a Notary Public will expire January 1st 1924

STATE OF MISSOURI, County of THIS, on this 18 day of 1923, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, 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 as County Judge the day and year first above written. My term of office as a Notary Public will expire 1923

The foregoing Deed of Trust was filed for Record this 17th day of November, 1923, at 4 o'clock 32 minutes P.M. By Charles H. Schuchman County Judge Recorder

REMARKS: By Sacher Spaulding & Company

464 Recorder . Deputy Recorder . Deputy Recorder 322 OK - GS - T TRUST DEED ,
with Statutory Acknowledgments E is here and identitchellay September Eighteen
Hundred and Ninety five , of the County of Cape Girardeau in Missouri parts of the first
part , of the second part , and Caroline Wilkening of the County of Cape Guardean
State of Mo part of the County of Cape Girardeau State of Missouri 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 them paid by the said party of
the second part , the receipt of which is hereby acknowledged , do by these present
GRANT , BARGAIN AND SELL , CONVEY AND CONFIRM , unto the said party of the
second part , the following described Real Estate , in the County of Cape Girardeau
and State of Missouri , to - wit : situate , lying and being of the Northwest quarter of the
North East quarter , 40 acres more or less , and all that part of the East half of the
North East quarter of Section Eight (8) in Township thirty three (33) north of range
(13) this teen east and lying west of Shawnee Creek 42 acres more or less ; and being
the same Land conveyed to Theodore F Mitchell on the fifteenth day of September A. D
one Thousand Eight Hundred and Ninety three Containing in the aggregate 182) acres
more or less : 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 his
IN TRUST , HOWEVER , for the towing purposes : and Theodore F. Mitchel and Emma
Mitchel his Wife terests --- the said parties of the first part have this day made ,
executed and delivered to the said party of the third part , by which the takers .
Promissory note of even date herewith , or order , for value received , One Thousand
Dollars 00 DOLLARS . Appleton Mo Sept 16th 1895 One day after date we promise to
pay to the order of Caroline Wilkening One Thousand Dollars for value received
negotiable and payable without defalcation or discount and with interest from date at
the rate of (six) per cent per annum and if the interest be not paid annually to to
become as principal and bear the same rate of interest (\$ 100.00) NOW
THEREFORE , I the said parties of the first part , or any one for them , shallwell 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 parties 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 the (then) acting Sheriff of Cape Guarded absence , death ,
refusal to act , or disability in anywise , 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 County , Missouri , for cash , first giving city 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 Cape Girardeau 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 , one of the proceeds of said sale , pay , first , the costs 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 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 part has hereunto set their Signed , Sealed and Delivered in presence of us : Theodore Sachse County of Cape Gir and Emma Mitchell me known to be the persons hand and seals , the day and year first above written T. F. Mitchell Emma Mitchell Seal Seal Seal Seal , STATE OF MISSOURI . County of STATE OF MISSOURI , Mardeanchel his wife Thirteenth day of September 1895 before me par 27 son described in and who executed the foregoing Instrument , and acknowledged that they executed the same as their free act and deed . his Wife , IN TESTIMONY WHEREOF the day and year first above written . My term of office at 1896 Theodore Sachse County Judge O ITS day of REMARKS : Recorder . 18 before me personally appeared to me known to be the person described in and who executed the foregoing Instrument , and acknowledged that executed the same as free act and deed . And the said further declared IN TESTIMONY WHEREOF , I have hereunto set my hand and affixed my official seal , at my office in to be single and unmarried . the day and year first above written . My term of office as a Notary Public will expire . 18 Tenne day of November A.D. 1885 , at 4 o'clock , 50 mints P. By Bier See Deputy , 622 CX . GS - A TRUST DEED , with Statutory Acknowledgments . to 23rd Hanna Dambach day October and Wife Hundred and Ninety five , of the County of Cape Girardeau 44 part of the first part tit Charles Cape Girardeau State of Missouri of the second part , and Conrad Schniering party State of Missouri 18 ITNESSES of the first part , in consideration of the debt and trust hereafter 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 , COE R in the County of Cape Guardian CORN , unto the said party of the second part , the following described Real Estate The South West quarter of the South east quarter , and the South east quarter of the South west quarter , and one lot or parcel of land off of the South end of the North west quarter of the South east quarter of Section No Two , Said lot Containing twenty acres , and the North west quarter of the North east quarter and the north east quarter of the North west quarter of Section No Eleven in Township No Thirty three , North of Range No Twelve east Containing one hundred and Eighty Acres more or less U 10 of - TO HAVE AND TO HOLD THE SAME , with the appurtenances , to the party of the second part , and to his rs in this Trust , and to his 17 and their IN TRUST , HOWEVER , for the following purposes Dambach and Anna Dambach TIFIETIT the said party of the first part having his day made , executed and delivered to the said party of the third part , heir Promissory note of oven date herewith by which they promise to pay to the said Conrad Schwering or order , for value received , Nine Hundred 00 DOLLARS . negotiable and payable without defalcation or discount and with interest from date at the rate of Six percent per annum and if the

interest be not paid annually to become as principal and bear the same rate of interest Signed Fredrick Dambach Anna Dambach 1890) NOW , THEREFORE , If the said parties of the first part , or any one for them said Note , and every part thereof , when the same becomes due and payable according to the true tear , date and feet of said note is then this deed sand in gold , and the property hereinbefore conveyed shall be released at the cost of the said part 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 #(absence , death , refusal to act , or disability in anywise , the (then) acting Sheriff of Cape Guardean 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 Jackson Cape Girardeau County , Missouri , for cash , first giving hirty 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 11 of Cape Girardeau 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 costs and expenses of executing this Trust , including legal compensation to the Trustee for his services , and next 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 legal representative . 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 An ST County of and hand and seal the day and year first above written Signed , sealed and Delivered in presence of us : Theodore Sachse Fredrick Mark Dambach Anna Dambach Just Sachse S C. W. Tuschhoff Seal Conrad Schwering Seal Seal , ATE OF MISSOURI , Cape Girardeau some twenty third day of October 1895 , before me personally appeared Fredrick Dambach and Anna Dambach his Wife , to me known to be the persons described in and who executed the foregoing Instrument , and acknowledged that they executed the same as their free act and deed . the day and year first above written . erocessarty 1st 1897 - Theodore Sachse County Judge STATE OF MISSOURI , County of the said 88 . ON THIS . day of 18 before me personally appeared REMARKS : to me known to be the person described in and who executed the foregoing Instrument , and acknowledged that Executed the same as free act and deed . And further declared IN TESTIONE WHEREOF , I have hereunto set my hand and affixed my of to be single and unmarried . the day and year first above written . My term of office as a Notary Public will expire . 18 day of November A. D. 1890 at tock 50 minutes . Chris F. Betten By Blucher Sperting , Deputy Recorder . Ton 465 Recorder of Deeds . ponded S Deputy Recora . priving 7 certify that the GON posop this day reduced ,

Citation:

"Cape Girardeau, Missouri, United States records," images, FamilySearch (<https://www.familysearch.org/ark:/61903/3:1:3Q9M-CSR1-S6XC?view=fullText> : May 8, 2025), image 17 of 816; .

Image Group Number: 008318107

<https://www.familysearch.org/ark:/61903/3:1:3Q9M-CSR1-S6XC?view=fullText>