

# THE ANATOMY OF AN ABSTRACT 1848 - 1940

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This is the story of an abstract, the document that describes a piece of property and lists the purchasers and title conveyances. The first abstract discussed is numbered 8818 and pertains to land in Des Moines; no attempt is made to give a detailed history of the people involved.

When Iowa became a territory in the summer of 1838 most of its population centered around the junction of the Des Moines and Mississippi Rivers. The first Federal Census (1840) showed the area to be inhabited by 43,112 residents. Civilization pushed steadily westward, and by 1843, Ft. Des Moines (No. 2) was established at the work of the Racoon and Des Moines Rivers. Boasting a population of 102,388, the Territory of Iowa became the State of Iowa three years later; shortly thereafter the story of our abstract begins.

On Oct. 30, 1848 John S. Dean received from the United States the northeast quarter and northwest quarter of Range 3, Township 78, Section 24. The property, which was to become known as Dean's 2nd Sub Division of Outlots, was first laid out by Dean and his wife on April 9, 1859. This action was acknowledged and approved by the county judge and filed for record in May of the same year. At a later date, these boundaries were found to be erroneous; they were corrected Oct. 20, 1863.

Most properties are thought of as having been in the possession of one family for many years; Lot 7 in Block B of Dean's 2nd Subdivision is distinguished by the number of times it changed hands. Dean and his wife executed a warranty deed to Hannah C. Cole on Nov. 11, 1857. For the sum of \$358 at 5 per cent, Isaac I. Cole and Hannah C. Cole conveyed the lots to Barnard, Adams Company on the same day.

On June 9, 1859 the Barnard, Adams Company foreclosed and called in the note against Hannal Cole, *et al.* A judgment was awarded for the sum of \$407.23 and \$8.35 in court cost. This decision was appealed to the State Supreme Court and there affirmed. The property was then sold by the sheriff of Polk County to the plaintiff, John H. Barnard on April 27, 1861.

John Barnard, acting as trustee for the presumably defunct Barnard, Adams Company, transferred the property to George Barnard and his wife. A quit claim deed was filed by George Barnard and his wife to give the property back to John Barnard on Nov. 17, 1863. This particular entry appears twice and seems to have been a clerk's error. No explanation of the transference of the property appears.

By 1870, the State of Iowa had 1,194,020 inhabitants and the City of Des Moines, 12,000. The abstract, now 23 years old, has nine entries. The tenth entry shows the issuance of a warranty deed by John Barnard to J. M. St. John and his wife on Aug. 10, 1871. The same day, St. John assigned a warranty deed to Joseph William. William held the property from August 1871 to June 1872, when he sold it to Samuel Bringolf. Bringolf and his wife kept the property until Feb. 3, 1880 when it came under the ownership of Sarah Plummer.

Miss Plummer soon sold the property to Mr. & Mrs. A. B. Packer. The Packers mortgaged the property to the Iowa Loan and Trust Company for \$600. The examiners who traced the purchasers of the land for Packer found that a bond was outstanding against the property. It had been made out to R. M. Overman by St. John, and as of Feb. 16, 1881, it had not been cancelled. Packer paid the examiners' fee of \$9; the examiners found no other judgments or liens against the property and reported that fact.

A new abstract chain-of-title, number 9922, was drawn on Feb. 12, 1882. It again described the property; transactions, of course, began again with the number "1." Abstracts ceased to be entirely handwritten at this time, a printed form now being available. The actual description of the property

is handwritten, but below it, is printed the following:

. . . with examination as to Conflicting Conveyances, Trust Deeds, Executor's Administrator's or Guardian's Titles, Proceedings for the Support of Illegitimate Children, Taxes and and Tax Titles, Mechanics' Liens, Sidewalk Tax Liens, Judgments, Transcripts, Decrees, Recognizances, Attachments and Chancery Suits in the District and Circuit Courts of Polk County, Iowa.

The statement referring to illegitimate children appears only in this particular abstract; it is not repeated in any other transfers or renewals.

The first entry on the new abstract records the transference of the property by warranty deed from A. B. Packer and wife to J. E. Gant on Nov. 6, 1882. Eight days later, Gant sold the property to G. W. Darland. At this time a notation was added to the effect that a judgment against Darland had been satisfied and though the paper stating such had been lost, the notation would serve in lieu of the statement. A bond and the mortgage to the Iowa Loan and Trust Company were still in force. Taxes for 1881 and 1882 were paid; the examiner, a Mr. Hillis, found nothing more to report, charging \$5 for his services.

A new abstract was started on Sept. 12, 1883; it was numbered 5640. It, like its predecessor, was partially printed and partially handwritten. The statement concerning illegitimate children was deleted and replaced with one including "Dower Suits." Probably the reason for the creation of a new abstract was that what had been known as East Fort Des Moines (where the property was located) had become part of the City of Des Moines. This is surmise on the part of the writer, based on the language of the abstract.

On Oct. 1, 1883 Darland obtained a mortgage in the amount of \$1,000 from the Iowa Loan and Trust Company. In November of the same year, Darland was adjudged to be insane; J. C. Elliot was appointed guardian of the property. Elliot posted \$500 bond and was duly qualified.

In May 1885, Darland was found by the court to be of sound mind; his guardian was discharged, and the Darlands resumed control of their own affairs. They sold the property to Marvin Lewis in October of the same year. The examiner of the abstract, again Hillis, found that all taxes for 1883,

1884 and 1885 had been paid, except for Darland's "personal taxes" in the amount of \$15.83. Although Darland's mortgage from the Iowa Loan and Trust Company was not paid until March 26, 1895, a notation of its payment was penned in red over the entry showing this transfer of property.

Lewis and his wife Susan received a three-year mortgage from the Iowa Loan and Trust Company for \$600 on Oct. 1, 1886. Interest rates were seven per cent until maturity and 10 per cent after maturity, said interest payable semi-annually.

March 23, 1889, Lewis transferred the property to his wife. Apparently Lewis was unable to write, for this transaction is signed with an "X," designated by the examiner as "his mark." Two affidavits, attached to the abstract, affirm that a T. C. Lewis witnessed the mark and that the action was done of Lewis' own free will.

During the procedures involved in proving the "X" of Marvin Lewis and the subsequent awarding of the property title to Mrs. Lewis, the affair became complicated by Mrs. Lewis' marriage to a man named Barnard. It was then required that the property be listed under the name of Susan Barnard. The Barnards paid their taxes from 1886 to 1890 as well as those for the first half of 1891. The remaining amount of taxes (\$27.60) was paid in 1892 with a penalty; the amount of penalty is not given. Late in November of the same year, the Barnards sold the property, which was still encumbered with two mortgages in the amount of \$1,600, to E. Chavannes. Less than a year later the Chavannes family sold the property to S. L. McGavic, who in turn sold it to J. M. Manchester of Dickinson County, Iowa on Jan. 11, 1894. About this time, an item appears in the abstract stating that the first installment on Sewer Certificate Number 8714 was paid.

The \$1,600 mortgage held by the Iowa Loan and Trust Company was called in, and a petition of foreclosure was filed in the county clerk's office for adjudication of the problem. The suit was filed against J. M. Manchester and several others by the loan company. On March 28, 1895, the company informed the court that all costs had been paid, and the case was dropped without prejudice. Before the mortgage had

been satisfied and litigation completed, Manchester had passed the property on to Sarah E. Dey. Mrs. Dey and her husband Henry therefore became responsible for the \$1,600 mortgage, featured in the action against Manchester. They accepted the obligation, and paid the taxes and sewer assessment in full by Oct. 20, 1894.

Under the foregoing conditions, the Deys passed the property on to Alfred Larson. Larson obtained a mortgage from the Iowa Central Building and Loan Association for \$2,000 on March 25, 1895. He also received a mortgage from the Iowa Loan and Trust Company for \$150 to be repaid at eight per cent each October 1 and April 1, from 1895 to 1898. On Aug. 22, 1895, the Iowa Central Building and Loan Association filed a petition in the Polk County District Court to foreclose the mortgage held against the Larsons' property. A Mechanic's Lien for \$45.42 was also filed on Aug. 26, 1895. The property was defaulted by Sheriff's Sale Sept. 7, 1895 and sold Dec. 11, 1895. The judgment against the litigants was partially satisfied by the foreclosure decree and the Sheriff's Sale, and the property was passed on to the building association for the sum of \$2,047. The property then came into the hands of Grace Snoke on June 10, 1896. She received the land with encumbrances amounting to \$2,700. This, of course, was to satisfy the mortgages, taxes and penalties levied against the Larson family.

At this time, the description of the property was changed slightly. It had originally been called the south half of the lot; it was changed to the south 37 feet of the lot, and this became the subject of the following abstracts of title. The Iowa Central Building and Loan Association sold the south 37 feet to Joshua Jester. A mortgage of \$950 was drawn for the property and was payable in the amount of \$200 due May 9 of 1899, 1900 and 1901, at the rate of seven per cent interest.

Jester sold the property almost immediately to William Cater (May 16, 1898). Cater obtained a \$1,000 mortgage from the Bank of Colfax, Iowa. The rate of interest was eight per cent, and the full amount was due Oct. 16, 1900. (These transactions are the first recorded with a typewriter; previous

to this time all entries had been made by hand.) For some reason, not explained in the abstract, this transaction was not filed until 1903. In January 1904, the Bank of Colfax filed a foreclosure petition against Cater. To satisfy his creditors, Cater received from the Iowa Baptist State Convention a sum to absolve him of his responsibility to the bank. On March 4, 1904 the action was dismissed.

The Caters then sold the property to Charles F. Arnold, who held it until 1907 when he sold it to S. E. Wilcox. Wilcox paid \$1,800 for the property, \$1,000 of which was the mortgage held by the Iowa Baptist Convention. On Feb. 10, 1816, Wilcox and his wife sold the property to the Iowa Baptist Convention, and for the first time a notation is found indicating that a revenue stamp had been affixed to the transaction. That the Iowa Baptist State Convention (Corporation) had duly executed articles of incorporation with power to hold and sell real estate also appears at this time. The sale to the Baptist Corporation should have been straightforward and without complications, but the Wilcox family had three judgments arising from their ownership pending against them. In 1908 a judgment was received by the Oskaloosa Traction and Light Company for the amount of \$5.33 with costs of \$5.70. On Dec. 22, 1909, the property was sold for the amount of taxes due, \$19.39. This sale to B. S. Walker was cancelled when the Baptist Corporation acquired the property. On Dec. 5, 1910, Walker again bought the property for \$66.92, and again this action was cancelled by the purchase of the property by the Baptists. The property was also sold on Dec. 6, 1915 for taxes of 1914, the sum being \$40.37, which was also redeemed by the foregoing parties.

The problems of ownership were further complicated, when on Feb. 14, 1916, Wilcox filed an affidavit stating that he had never had any dealings with the Oskaloosa company and that he owed them no debts. In view of this, the examiners found that the transfers from Charles Arnold to S. E. Wilcox to the Iowa Baptist Convention Corporation were in good order and that there remained no proceedings against these individuals for a period of 10 years prior to the date

Aug. 13, 1916. At this time, the following lines are added to the printed portion of the abstract:

. . . . no examination made for judgments or bonds rendered more than ten years prior to the date of this abstract and no reports made as to satisfied judgments.

On July 20, 1916, the Iowa Baptist Convention Corporation sold the property to Verna Marie Vaughn, single. Miss Vaughn made out a mortgage to the Capital City State Bank for \$100 on Feb. 26, 1918. She paid the mortgage and borrowed another \$60 on May 26, 1920, which was satisfied on time. Miss Vaughn died March 6, 1921 without a will. The estate was granted to her parents who were her legal heirs, and the property became theirs.

At this point in the various abstracts appears a full copy of Ordinance No. 3331, which dealt with zoning restrictions. It was designed to restrict the area in which the property lay to a purely residential area. There is no explanation as to why it was drawn at this particular time.

Cornelia Vaughn, mother of Verna and now a widow, passed the property on to her son Ray H. on Jan. 20, 1940, with the consideration that he support her for the rest of her life. Cornelia Vaughn, who lived on the property longer than any other tenant in its 120 year history (1921-1940), died intestate. Both Mr. and Mrs. Vaughn had had children by previous marriages, and a series of law suits were filed so that each of the half-brothers and half-sisters was involved in transferring the property to Ray H. Vaughn. By May 20, 1940, the property finally and solely belonged to Ray Vaughn and his wife.

The Vaughns mortgaged the property for \$500 at six per cent per annum on May 23, 1940. As soon as Vaughn gained possession and seemed to be in control of the property, he was faced with two court actions. One, a Mechanic's Lien dating back to 1932 made out to the Iowa Roofing Company, was dismissed when it was found that the bill had been paid in 1934. The second action dated back to June 27, 1930. The amount of the judgment was \$37 and interest, \$4.75. This was eventually revoked since it was over 10 years old. The abstract also shows that Vaughn owed dog taxes of \$2 per

year from 1936-1939 and personal taxes of 50 cents per year from 1930-1934. On Dec. 19, 1941, Vaughn's claim to title was finalized.

Vaughn's acquisition of the property did not end its transfers. The property continued to change hands during the ensuing years and came into this writer's possession in 1952.

As each abstract was made and a new series of transactions begun, it seems that the needs to be satisfied by the buyer and/or seller increased with the years. The final abstract description requires three long paragraphs of very finely typed print to explain all the factors which must be satisfied to make the purchase legal. Divorce judgments, support for the insane, tax delinquencies, etc., are all included. Each transfer makes the succeeding transfers more complicated.

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## HOUSEKEEPING — 1898!

by Mrs. E. N. Baty  
Des Moines, Iowa

*Mrs. Baty has lived at 1325 Norton Ave. in Des Moines, Iowa, since her husband built the house in 1900. The following sketch is her candid account of "setting up housekeeping in 1898!"*

I quit high school in September, 1898, as I had consented to marry my "feller" on Dec. 10, 1898. No one gave us any "loot" parties so we were on our own! My husband-to-be was a carpenter, working nine hours a day, six days a week at 75 cents per day.

We were able to buy a mattress and set of springs, a dresser, three chairs and two rockers all for \$21 cash! A set of six *Rodgers* silver-plated knives, forks and spoons cost \$7.50. Three tablespoons were 30 cents. Six plates and six cups and saucers were \$1.

I bought yard wide muslin to make sheets and pillow cases. It took five yards of muslin per sheet, the seam running down the middle of each sheet. I bought 15 yards of muslin at

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