John Montague and the Warsaw Circle

Neighbors before Carthage

An illustrated narrative of the State Bank mortgage case and the lives surrounding it

Prepared for David Larsen • 23 October 2026

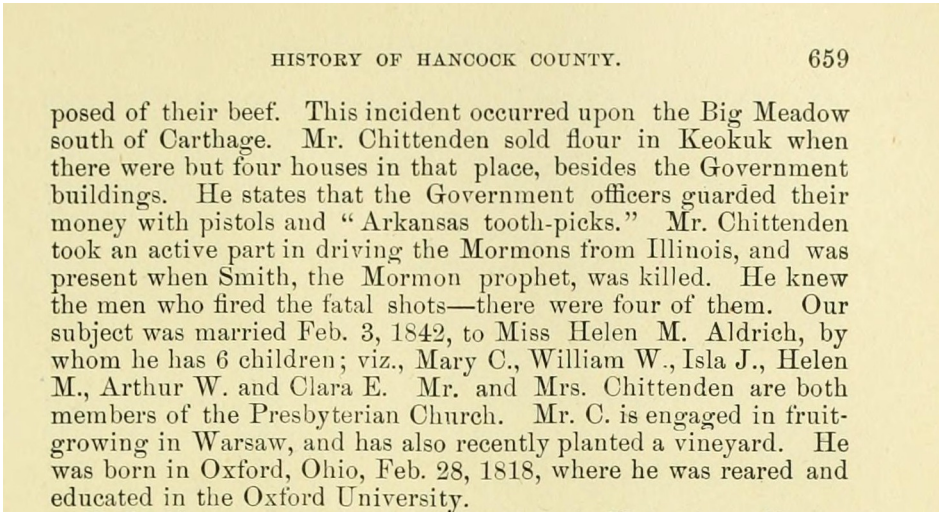
Highlights

- John and Virginia Montague pledged Warsaw property to secure a $2,060.58 obligation in April 1840. Mark Aldrich and L. Allen Key were named as sureties.
- The bank's 1841 court papers introduce men whose dealings with the Saints ranged from business cooperation and legal defense to organized opposition.
- William Ward Chittenden's 1880 biography reported his presence at Joseph Smith's killing and his knowledge of four fatal-shot firers. Their names remain unknown.
- A lumber bill, a promise of friendship, and a bank mortgage reveal how closely these lives were connected before Carthage.

The man who knew four names

Thirty-six years after Joseph Smith's death, a county history printed a disturbing passage about a Warsaw merchant. William Ward Chittenden, it said, had been present when Joseph was killed. He knew the men who fired the fatal shots. There were four of them. [1]

The biography supplied no names. It did not say that William himself fired a weapon. It left its readers with a man who had apparently carried knowledge of the killing into a long life of business, marriage, church membership, and family responsibilities. For readers who know Carthage chiefly through the last hours of Joseph and Hyrum, this is an unfamiliar doorway into the story.



HISTORY OF HANCOCK COUNTY. 659

posed of their beef. This incident occurred upon the Big Meadow south of Carthage. Mr. Chittenden sold flour in Keokuk when there were but four houses in that place, besides the Government buildings. He states that the Government officers guarded their money with pistols and "Arkansas tooth-picks." Mr. Chittenden took an active part in driving the Mormons from Illinois, and was present when Smith, the Mormon prophet, was killed. He knew the men who fired the fatal shots—there were four of them. Our subject was married Feb. 3, 1842, to Miss Helen M. Aldrich, by whom he has 6 children; viz., Mary C., William W., Isla J., Helen M., Arthur W. and Clara E. Mr. and Mrs. Chittenden are both members of the Presbyterian Church. Mr. C. is engaged in fruit-growing in Warsaw, and has also recently planted a vineyard. He was born in Oxford, Ohio, Feb. 28, 1818, where he was reared and educated in the Oxford University.

Thomas Gregg, History of Hancock County, Illinois, 1880, p. 659. The original passage identifies William as present and says he knew four fatal-shot firers. It does not identify those men. [1]

Before following that doorway to the jail, however, we must go back. The same family belonged to a community that had supplied goods to Joseph, conducted business with his neighbors, and shared institutions with men from Nauvoo. A lumber invoice survives. So do advertisements, legal papers, and

promises of assistance. These earlier records make the later hostility harder to explain away as something that had always existed.

John Montague's mortgage case takes us into that earlier world. It concerns money and town lots, but the names surrounding it lead outward—to the lawyers Joseph trusted, the merchants who hoped to profit from settlement, and the public men who eventually aligned themselves against Nauvoo. Their relationships changed. Their surviving papers allow us to watch parts of that change unfold.

A river town with plans of its own

Warsaw stood on the Mississippi south of Nauvoo. Across and along the river lay communities such as Keokuk and Montrose; farther south, Quincy supplied lawyers and banking services. Carthage, inland, was Hancock County's seat. A transaction made in Warsaw could therefore produce a note payable at Quincy, a mortgage recorded in the county, and a lawsuit heard at Carthage. Montague's papers follow precisely that pattern. [2]

The river gave Warsaw's merchants access to customers and goods, while the town's lots represented hopes for future growth. In February 1839 the Illinois legislature authorized a Warsaw Marine and Fire Insurance Company. Montague, Aldrich, Calvin Warren, and William H. Roosevelt appeared among the commissioners appointed to receive stock subscriptions. The proposed capital was $100,000. Whether that company actually began operating is a separate question; the charter securely places these men in a shared development venture. [3]

The arrival of Latter-day Saints in Illinois brought potential purchasers, labor, and trade, as well as a growing political constituency. It was possible to see the newcomers as customers or allies without sharing their religion. It was also possible for cooperation in one matter to coexist with disagreement in another. That is the setting in which the early documents should be read.


J. H & W. W. CHITTENDEN,
Forwarding and Commission Merchants,
Corner of Main and Water Streets, opposite the Steamboat Landing:
WARSAW, ILL.

J. H. and W. W. Chittenden advertised as forwarding and commission merchants opposite Warsaw's steamboat landing. Warsaw Signal, December 29, 1841, p. 3. The firm's card also appeared earlier that year. [4]

James Henry and William Ward Chittenden offered to handle other people's goods as well as their own trade. Their advertisement gives the reader a location—the corner of Main and Water Streets—and a livelihood. William enters the story here as a merchant in his twenties, years before the retrospective statement linking him to the killing.

The county in view



Map of Hancock County, Illinois, published by Holmes and Arnold, 1859, with lithography credited to Charles Shober. University of Wisconsin–Milwaukee Libraries, American Geographical Society Library digital collection. This later map helps locate Warsaw, Nauvoo, and Carthage; its townships, buildings, and ownership details should not be read as an 1844 survey. The breaks are present in the surviving map. [5]

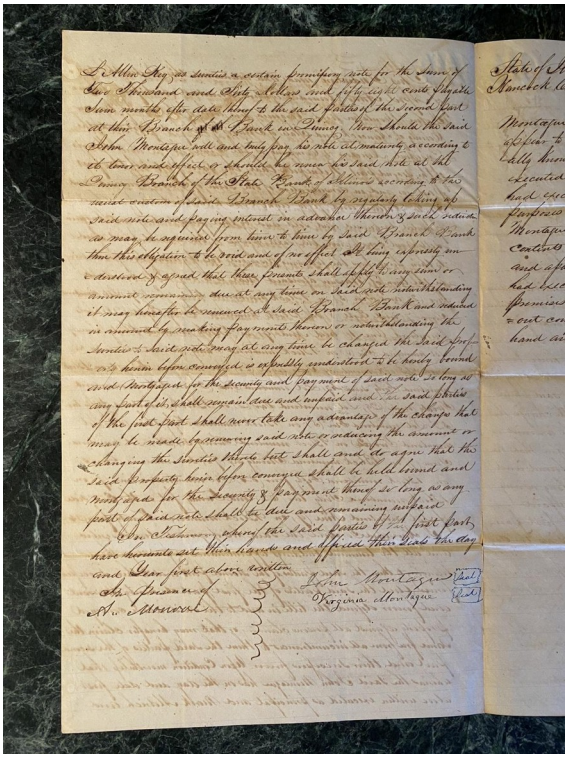
Warsaw lies toward the lower left along the Mississippi; Nauvoo is farther upstream, near the upper left; Carthage appears inland. Quincy lies south of this county map. The river and the county seat explain the movement of people and papers in the following chapters.

The debt behind the papers

On April 16, 1840, John Montague and his wife Virginia executed a mortgage to the President, Directors and Company of the State Bank of Illinois. The stated sum was $2,060.58. John was the principal on a promissory note; Mark Aldrich and L. Allen Key were named as sureties. The note was payable four months after its date at the bank's Quincy branch. [2]

Aldrich and Key put their own financial responsibility behind Montague's promise to pay. John and Virginia offered further security: lots spread across several Warsaw blocks. The mortgage bound these households and business associates together in a tangible way.

Virginia signed beside her husband. Justice of the Peace Andrew Monroe recorded that he examined her separately and that she voluntarily relinquished her dower—her potential legal interest in her husband's real estate. Her signature placed a household's interests within what might otherwise look like a transaction among businessmen.



The mortgage's continuation names Aldrich and Key as sureties and ends with John and Virginia Montague's signatures. David Larsen collection, IMG_3757. A larger facsimile and full transcript follow the narrative. [2]

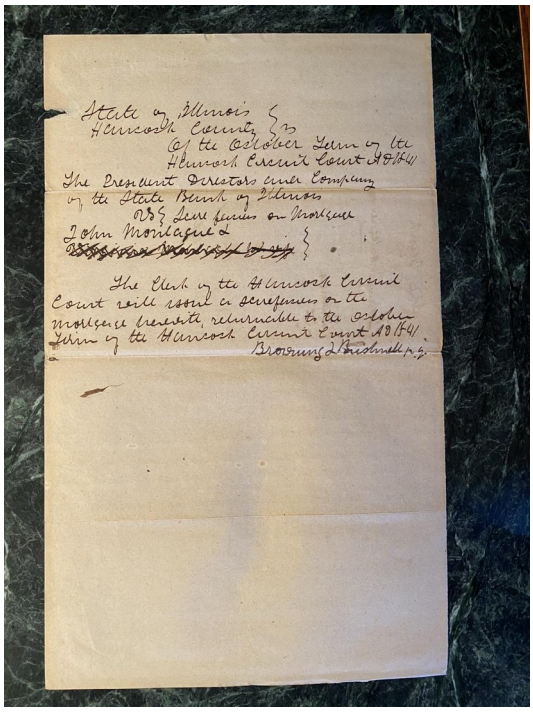
Even if the note was renewed, the lots would remain security while any part of the debt was unpaid. When the bank later went to court, it invoked that protection.

When the bank came to court

By August 31, 1841, the bank was alleging default. A writ signed by S. Ortho Williams, clerk pro tempore, directed the sheriff to summon Montague to the October term at Carthage to answer the mortgage claim. [2] An insertion calls Virginia "since deceased," leaving the place and date blank. Her name was removed from the summons. The court paper thus records a personal loss as well as a debt claim, although her death has not been independently verified. [2]

The procedure was called scire facias: Montague had to show why the court should not enter judgment for the money due.

Browning and Bushnell's short instruction set the process in motion. Their firm name on this bank paper introduces lawyers whose work also reached into Joseph Smith's life.


State of Illinois }
Hancock County } ss
of the October Term of the
Hancock Circuit Court A.D. 1841
The President Directors and Company
of the State Bank of Illinois
vs Levi Jennings on Mortgage
John Montague &
The Clerk of the Hancock Circuit
Court will issue scire facias on the
mortgage herein, returnable to the October
Term of the Hancock Circuit Court A.D. 1841.
Browning & Bushnell p.q.

Browning and Bushnell's direction to issue process on the mortgage, October term 1841. The collector identifies the handwriting as that of one of the two partners; no individual attribution is imposed here. David Larsen collection, IMG_3754. [2]

The wrapper records "Judgment Oct term 1841" and an assessment of $2,170.53: the original debt plus $109.95 interest. The papers leave the next chapter of the property's history unresolved; they do not show payment or a sale of the lots. [2]

The lawyers Joseph knew

The name Browning has a particular resonance for Latter-day Saint readers. Orville Hickman Browning had been principal counsel for Joseph during the June 1841 attempt to extradite him to Missouri. The same lawyer could assist Joseph in a matter involving his liberty while representing a bank or another creditor in an ordinary debt claim. His partnership with Nehemiah Bushnell also handled a New York firm's effort to recover older debts owed by Joseph. [6]

Lawyers worked across the county's religious and political divisions, sometimes defending a man in one proceeding and pursuing a claim against him in another.



Orville H. Browning in a later Brady photograph, approximately 1860–1865. National Archives, identifier 527773, supplied through Wikimedia Commons. The surviving plate contains three portraits; this is not an image of Browning at the 1841 hearing. [7]

Browning’s public career eventually carried him to the United States Senate and the Department of the Interior. Yet the most moving connection to this story is much earlier. On June 27, 1844, Joseph had Willard Richards write to him from Carthage Jail requesting legal assistance. Joseph was still looking toward a hearing and the possibility of a defense. The brothers were killed that afternoon. [8]

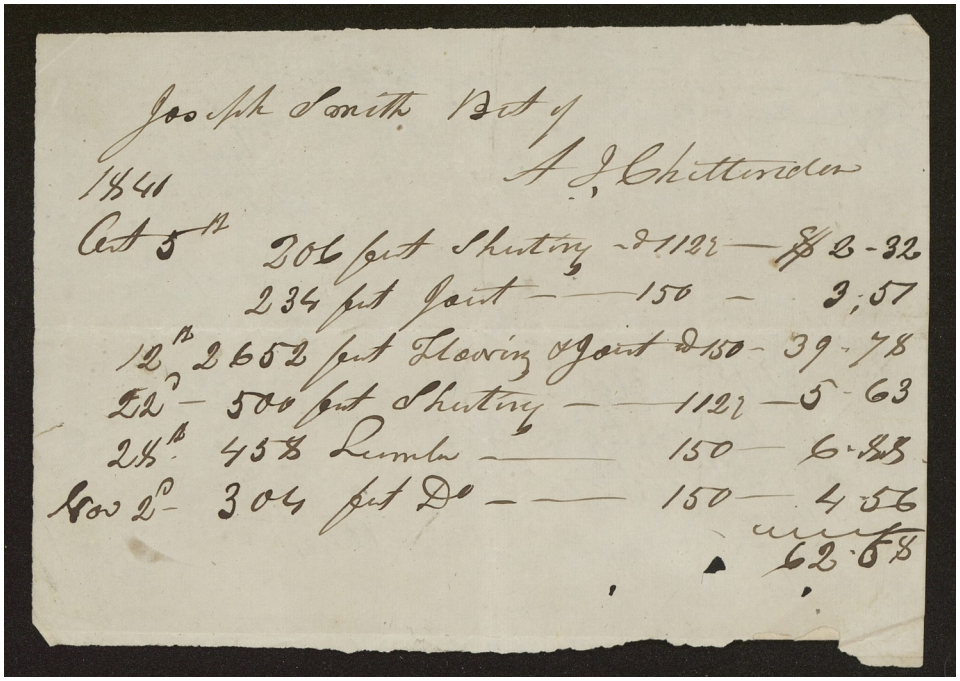
Whether the letter reached Browning is uncertain, and no reply is known. Joseph’s request nevertheless shows whom he still hoped would help him.

In October 1845, Browning appeared among the Adams County delegates at the Carthage convention. A newspaper placed him on a committee with Skinner and an Adams County Chittenden. His professional and political associations crossed the divisions that run through this story. [9]

A customer named Joseph Smith

In the autumn of 1841, while the bank case was moving toward its October term, Joseph was buying lumber from Abram I. Chittenden. The surviving invoice lists sheeting, flooring, and other lumber bought between October 5 and November 2. The corrected total is $62.68. [10]

Abram, also called Abraham in the family sources, was William Ward’s father. Born in 1781, he belonged to an older generation that had brought a large household west. His life before Illinois included civic activity at Oxford, Ohio. In Warsaw he held public responsibility: newspaper proceedings record his resignation as town treasurer in 1840 and his election as president of the board of trustees in 1841. The latter meeting took place in Montague’s office. [11]



Lumber billed to Joseph Smith by Abram I. Chittenden, circa November 2, 1841. Church History Library, reproduced by the Joseph Smith Papers. The charges total $62.68 after correction. The document does not identify the building for which the lumber was intended. [10]

Joseph was a customer of William's father. The lumber bill preserves that ordinary cooperation; the same supplier would later chair an anti-Mormon meeting.

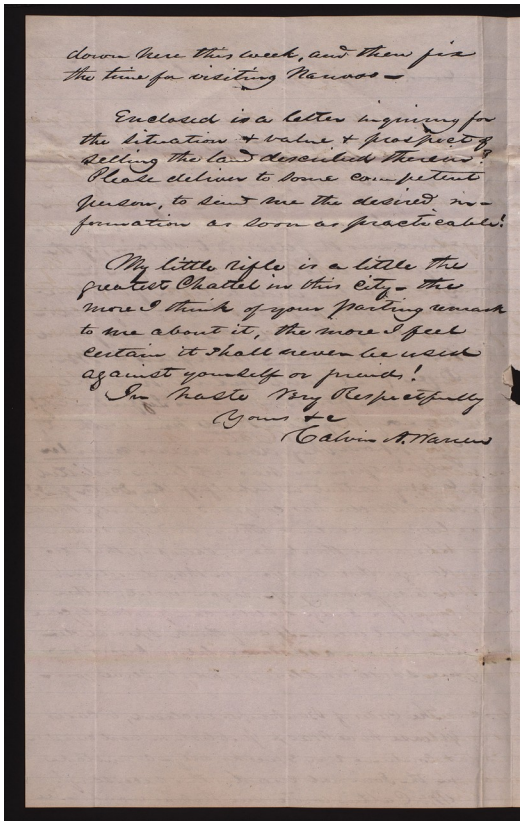
Warren gives his word

Calvin Averill Warren left a more personal record. A New York native who had worked in printing before pursuing law, he moved through Quincy and Warsaw and built a practice with connections to both towns. His legal associates included James H. Ralston. By 1842 the firm of Ralston, Warren and Wheat was assisting Joseph and other Nauvoo petitioners with bankruptcy proceedings. [12]

The work was practical. Warren discussed decrees, newspaper notices, clerk's charges, and expenses advanced on clients' behalf. Relief from debt required legal labor and money. The Saints' financial troubles brought them into professional relationships with men who had business difficulties and ambitions of their own.

In a letter assigned to late June 1842, Warren told Joseph that he had spent three hours defending him publicly against political attacks. A hostile newspaper questioned Warren's sincerity. His own account presented him as a vigorous advocate. [12]

On July 13 Warren wrote again, offering reassurance and attending to legal business. Near the end, he returned to a rifle and to something Joseph had said as they parted. Warren assured him that it "shall never be used against yourself or friends!" [13]


down here this week, and then for the time for visiting Nauvoo —

Enclosed is a letter inquiring for the situation + value + prospect of selling the land described therein. Please deliver to some competent person, to send me the desired information as soon as practicable!

My little rifle is a little the greatest Chattel in this city — the more I think of your parting remark to me about it, the more I feel certain it shall never be used against yourself or friends!

In haste My Respectfully Yours &c

Calvin A. Warren

Warren's July 13, 1842 letter, second page. His assurance about the rifle appears above his signature. Church History Library; Joseph Smith Papers. Reading excerpt: "shall never be used against yourself or friends!" [13]

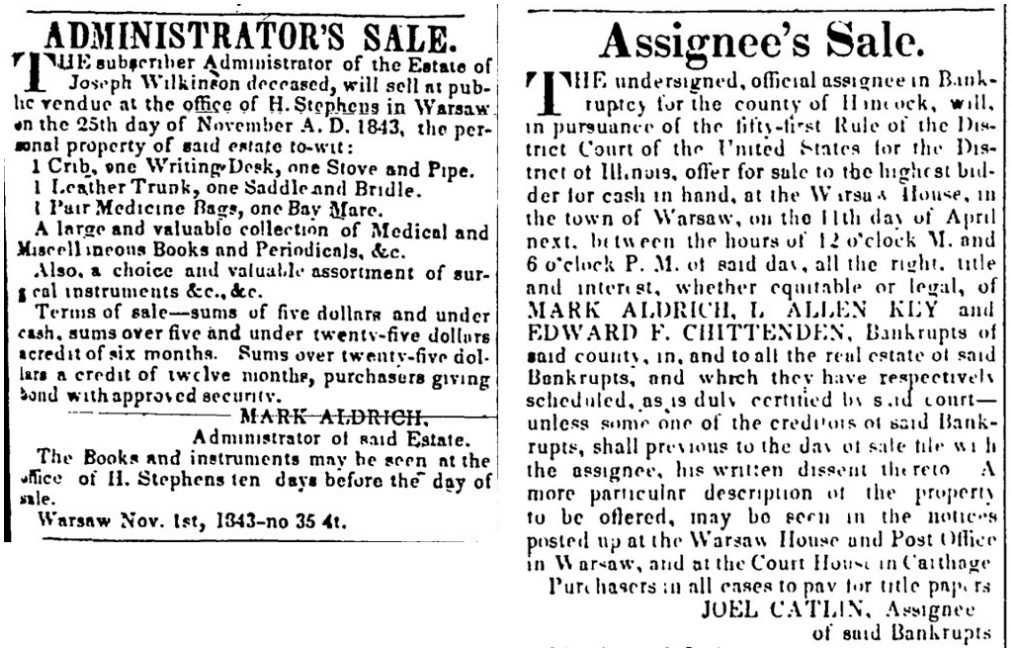
In 1842, that was the assurance Warren chose to give Joseph. Less than three years later, he would address a courtroom in the trial of men accused of Joseph's murder.

Aldrich sees an opportunity

Mark Aldrich had reached the region before the Saints' main migration into Illinois. His western career included fur-company employment, local office, postal service, and election to the Illinois House. He was a participant in Warsaw's development, not a man whose public life began with the Nauvoo controversy. In Montague's mortgage he appears as a surety; in the insurance charter he appears as a subscription commissioner. [2–3, 14]

In August 1841 he also negotiated with Joseph Smith. An agreement authorized a land-selling arrangement on behalf of proprietors of a tract at Warsaw. Its terms contemplated an average return of sixty dollars per lot to the proprietors, with the excess going to Joseph. The arrangement gave the parties a reason to cooperate over settlement and sales. It does not establish how many lots were sold or how much anyone ultimately received. [14]

A supportive July 1842 letter headed Aldrich and Chittenden offers a further glimpse of possible cooperation. Written in Warren's hand, it asserted the Saints' right to protect themselves against unlawful aggression. The documentary editors remain uncertain about the precise identities behind the names, so it cannot be treated as Mark's unquestioned personal pledge. The land agreement, however, securely establishes his dealings with Joseph. [15]



ADMINISTRATOR'S SALE.

THE subscriber Administrator of the Estate of Joseph Wilkinson deceased, will sell at public vendue at the office of H. Stephens in Warsaw on the 25th day of November A. D. 1843, the personal property of said estate to-wit:

1 Crib, one Writing-Desk, one Stove and Pipe.
1 Leather Trunk, one Saddle and Bridle.
1 Pair Medicine Bags, one Bay Mare.

A large and valuable collection of Medical and Miscellaneous Books and Periodicals, &c.

Also, a choice and valuable assortment of surgical instruments &c., &c.

Terms of sale—sums of five dollars and under cash, sums over five and under twenty-five dollars a credit of six months. Sums over twenty-five dollars a credit of twelve months, purchasers giving bond with approved security.

MARK ALDRICH,
Administrator of said Estate.

The Books and instruments may be seen at the office of H. Stephens ten days before the day of sale.

Warsaw Nov. 1st, 1843-no 35 4t.

Assignee's Sale.

THE undersigned, official assignee in Bankruptcy for the county of Hancock, will, in pursuance of the fifty-first Rule of the District Court of the United States for the District of Illinois, offer for sale to the highest bidder for cash in hand, at the Warsaw House, in the town of Warsaw, on the 11th day of April next, between the hours of 12 o'clock M. and 6 o'clock P. M. of said day, all the right, title and interest, whether equitable or legal, of MARK ALDRICH, L. ALLEN KEY and EDWARD F. CHITTENDEN, Bankrupts of said county, in, and to all the real estate of said Bankrupts, and which they have respectively scheduled, as is duly certified by said court—unless some one of the creditors of said Bankrupts, shall previous to the day of sale file with the assignee, his written dissent thereto. A more particular description of the property to be offered, may be seen in the notices posted up at the Warsaw House and Post Office in Warsaw, and at the Court House in Carthage.

Purchasers in all cases to pay for title papers.

JOEL CATLIN, Assignee
of said Bankrupts

Two later notices illuminate the same commercial world. Left: physician's effects offered from Joseph Wilkinson's estate, with Aldrich as administrator, Warsaw Message, November 1, 1843. Right: a bankruptcy assignee's sale covering interests of Aldrich, L. Allen Key, and Edward F. Chittenden, March 25, 1843. These notices do not establish joint ownership of all the property. [16]

Bankruptcy notices and an assignee's sale show financial strain reaching through this commercial circle as well as Nauvoo. The notices put familiar names—Aldrich, Key, and Chittenden—among those whose property interests came under scrutiny.

By September 1843, Aldrich's public alignment was clearer: a newspaper report named him with Thomas C. Sharp in Warsaw's anti-Mormon correspondence organization. A man who had negotiated with Joseph was now participating in organized opposition. [14]

The young senator who defended Nauvoo

Jacob Cunningham Davis was another man whose earlier cooperation deserves to be encountered before his later notoriety. Born in Virginia in 1820 on the preferred chronology, he came to Warsaw in 1838, studied law, and built a public career while still very young. He served as circuit clerk before Backenstos succeeded him in 1843. His office was part of the machinery through which county residents sought legal remedies. [17]

Davis entered the state senate after the 1842 election with Latter-day Saint support. In March 1843, James Adams wrote approvingly of the Hancock legislators' defense of Nauvoo's charter. Davis was among those legislators. For Saints concerned about preserving their city's powers, that was meaningful assistance. [18]

The charter was the legal framework for Nauvoo's municipal government. Disputes over its powers became disputes over the security of the Saints and the reach of county and state authority. A reader need not master every ordinance to understand why defending the charter could win gratitude—and attacking it could feel like a serious betrayal.

By January 1845, sympathetic correspondents described Davis as an opponent. Josiah Lamborn wrote to Brigham Young accusing the senator of turning legislators against the Saints. Lamborn's anger was his own, but the letter provides a dated contemporary contrast to Adams's earlier praise. [19]

The surviving documents show the change in Davis's public alignment without explaining which private motives drove it.

Families and a lodge across the divisions

Marriage also connected these households. Eliza Chittenden married the Reverend Benjamin Franklin Morris, whose sister Viola was Warren's first wife. The lawyer and the Chittenden family belonged to an overlapping social world before the final crisis. [20]

William Ward, the young forwarding merchant, married Helen Aldrich in February 1842. The Joseph Smith Papers tentatively identifies her as Mark Aldrich's daughter, but her parentage remains unproved. [21]

Masonry supplied another meeting place. The lodge history records Warsaw's first meeting in January 1843, with Chittenden as master, Montague as senior warden, and Aldrich as secretary. Visitors connected with Nauvoo's lodges attended. At that stage the institutions were not sealed off from one another. [22]

In March 1846, Montague wrote for the Warsaw lodge defending the standing of applicants accused in Joseph's murder and attacking the prosecution's credibility. Edward F. Chittenden certified the lodge's adoption of the letter. The mortgage borrower now appears publicly defending his neighbors' reputations after their acquittal. [22]

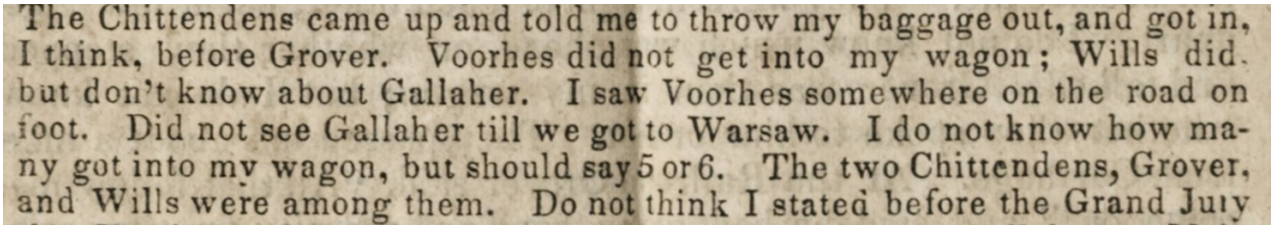
Lodge membership helps explain those associations; it does not establish an agreement to kill. Several recorded degrees came after the murders.

The road that led to Carthage

On June 27, 1844, Joseph and Hyrum Smith were killed at Carthage Jail. The surviving accounts of the Warsaw companies, the men who continued toward Carthage, and the return journey form a contested body of evidence. Some men were named; some appeared only under a surname; later copies preserved earlier statements with variations. [23]

Davis, the senator who had helped defend Nauvoo's charter, commanded the Warsaw rifle company. William Daniels's early affidavit described the movement toward Carthage but also said Davis and about twenty men went home after the disbanding order and Sharp's speech. [23]

The Chittenden evidence has its own difficulty. Brackenbury's reported testimony placed two Chittendens in a returning wagon. The count appears in an October 1844 memorandum and in the 1845 printed trial report. Neither provides their first names. These are versions in the history of one witness's testimony, not several separate witnesses to the same journey. [24]

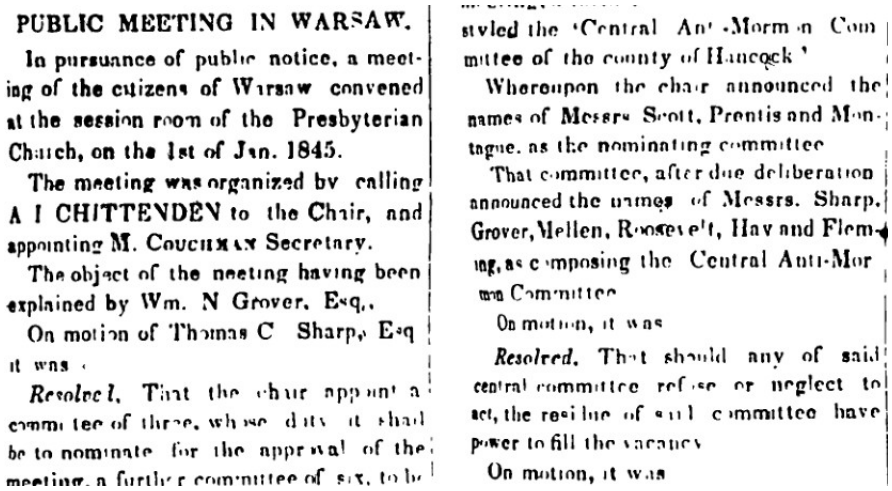

The Chittendens came up and told me to throw my baggage out, and got in, I think, before Grover. Voorhes did not get into my wagon; Wills did. but don't know about Gallaher. I saw Voorhes somewhere on the road on foot. Did not see Gallaher till we got to Warsaw. I do not know how many got into my wagon, but should say 5 or 6. The two Chittendens, Grover, and Wills were among them. Do not think I stated before the Grand Jury

The printed trial report names "The two Chittendens, Grover, and Wills" in Brackenbury's wagon account. Trial of the Persons Indicted, 1845, p. 24. It supplies no Chittenden forenames. [24]

Backenstos later accused four Chittendens of active involvement. His list likewise did not name the four individually. Gregg's 1880 biography, in contrast, specifically named William as present and said he knew four men who fired the fatal shots. These are three different propositions: two passengers, four accused relatives, and four unnamed shooters known to William. The records do not authorize us to make them the same group. [1, 24]

William's reported presence is the most personal link in these accounts. The names of the four men he was said to know remain unrecovered.

By January 1845, while the murder charges were pending, William's father Abraham—the lumber supplier—chaired a Warsaw meeting that selected an anti-Mormon central committee. Montague served on its nominating committee. Familiar business and civic names were joining in organized opposition. [27]



PUBLIC MEETING IN WARSAW.

In pursuance of public notice, a meeting of the citizens of Warsaw convened at the session room of the Presbyterian Church, on the 1st of Jan. 1845.

The meeting was organized by calling A I CHITTENDEN to the Chair, and appointing M. Couchman Secretary.

The object of the meeting having been explained by Wm. N Grover, Esq.,

On motion of Thomas C Sharp, Esq it was

Resolved, That the chair appoint a committee of three, whose duty it shall be to nominate for the approval of the meeting, a further committee of six, to be styled the 'Central Anti-Mormon Committee of the county of Hancock.'

Whereupon the chair announced the names of Messrs Scott, Prentis and Montague, as the nominating committee

That committee, after due deliberation announced the names of Messrs. Sharp, Grover, Mellen, Roosevelt, Hay and Fleming, as composing the Central Anti-Mormon Committee

On motion, it was

Resolved, That should any of said central committee refuse or neglect to act, the residue of said committee have power to fill the vacancy

On motion, it was

Warsaw Signal, January 8, 1845, p. 1, reporting the January 1 meeting chaired by A. I. Chittenden. Montague appears in the nominating committee. This documents public opposition after Carthage, not the participants' individual actions at the jail. [27]

The lumber supplier, the town officer, the merchant, and the lawyer now belonged to a story in which neighbors disputed not only accounts and offices, but whether the Saints could continue to live among them.

A courtroom after the killing

In May 1845, Aldrich, Davis, William N. Grover, Thomas C. Sharp, and Levi Williams stood trial for Joseph Smith's murder. The court heard disputed accounts of preparations, movements, and remarks attributed to the accused. For the Saints, the proceeding concerned accountability for the death of their prophet. For the defendants, it concerned their liberty and their standing in a county already deeply divided. [25]

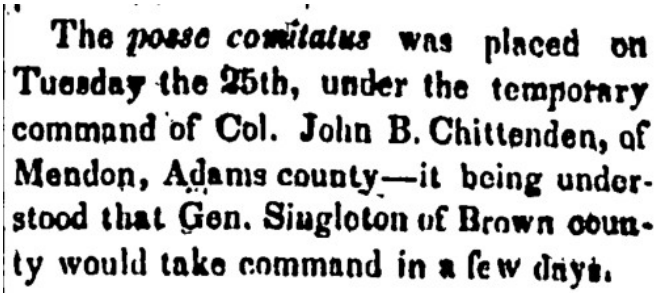
Warren appeared for the defense. Readers have already met him assuring Joseph that the rifle "shall never be used against yourself or friends!" Now, in his closing argument, he challenged prosecution witnesses and used hostile religious language about Joseph. His earlier promise and his courtroom words survive in the same life. [13, 26]

The jury acquitted all five defendants on May 30. The separate prosecution over Hyrum's death was later dismissed. Those outcomes ended the prosecutions without resolving every historical question about the attack. [25]

A commander who withdrew

The conflict continued into the Saints' departure year. In 1846 an armed force assembled against Nauvoo, presenting itself as a posse acting under legal authority. A contemporary newspaper account identifies its temporary commander in late August as Colonel John B. Chittenden of Mendon in Adams County. [28]

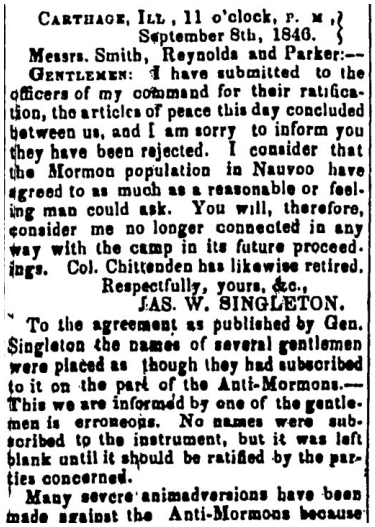
This was John Baldwin Chittenden, the half-brother of Abraham, Joseph's lumber supplier. The family connection carried the story beyond Warsaw into neighboring Adams County. [29]



The *posse comitatus* was placed on Tuesday the 25th, under the temporary command of Col. John B. Chittenden, of Mendon, Adams county—it being understood that Gen. Singleton of Brown county would take command in a few days.

Warsaw Signal, October 13, 1846, p. 1. The report names John B. Chittenden of Mendon as temporary commander of the assembled force in August. [28]

John Baldwin's story does not end with accepting command. In a September 8 letter printed in the same issue, James W. Singleton explained that officers had rejected proposed peace terms. Singleton believed the Mormon population had conceded as much as could reasonably be asked. He withdrew from further proceedings and reported that Chittenden had also retired. [28]



CARTHAGE, ILL., 11 o'clock, P. M.,
September 8th, 1846.

Messrs. Smith, Reynolds and Parker:—

GENTLEMEN: I have submitted to the officers of my command for their ratification, the articles of peace this day concluded between us, and I am sorry to inform you they have been rejected. I consider that the Mormon population in Nauvoo have agreed to as much as a reasonable or feeling man could ask. You will, therefore, consider me no longer connected in any way with the camp in its future proceedings. Col. Chittenden has likewise retired.

Respectfully, yours, &c.,
JAS. W. SINGLETON.

To the agreement as published by Gen. Singleton the names of several gentlemen were placed as though they had subscribed to it on the part of the Anti-Mormons.—This we are informed by one of the gentlemen is erroneous. No names were subscribed to the instrument, but it was left blank until it should be ratified by the parties concerned.

Many severe animadversions have been made against the Anti-Mormons because

Singleton's letter, September 8, 1846, as published October 13, p. 6. It reports Chittenden's withdrawal. The newspaper also cautioned that names printed beneath the proposed agreement were not actual signatures of acceptance. [28]

John Baldwin's withdrawal placed a limit on his participation: he did not lead the force throughout the subsequent fighting. Even among opponents of Nauvoo, there were disagreements about how far to go.

The lives that went on

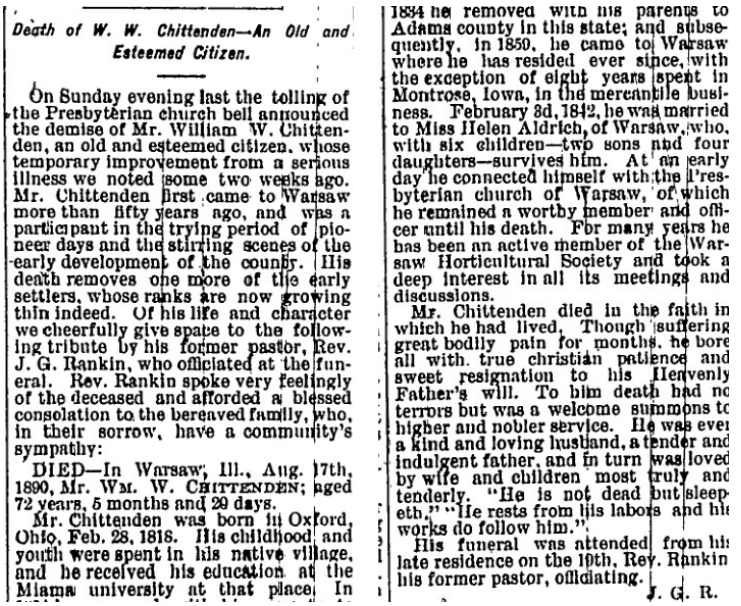
The men did not vanish when the Saints left. Aldrich moved west around 1849–1850 and eventually established himself in Tucson. His later life included commerce and public office; he died there in 1873. Davis returned to political service, served briefly in Congress, married, and later practiced law in Missouri. He died in 1883. Their later careers show how fully public life could continue after the 1845 acquittals. [14, 17]

Warren remained an Illinois lawyer. In 1849, a lodge committee bearing his name undertook to assist widows and orphans. The surviving records preserve that act alongside his earlier promise to Joseph and his hostility at the murder trial. [12, 22]

In the same month as the murder trial, a wedding notice recorded Abraham B. Chittenden's marriage to Elizabeth T. Bates. It thanked the couple for a decorated cake bearing initials. Family celebrations continued amid the county's conflict. [31]

What Warsaw remembered

When William Ward Chittenden died on August 17, 1890, a Warsaw obituary remembered an old and esteemed citizen. His former pastor described a husband, father, merchant, and Presbyterian church officer. Six children survived him. The notice did not repeat Gregg's statement about his presence at Joseph's killing. [32]



Death of W. W. Chittenden—An Old and Esteemed Citizen.

On Sunday evening last the tolling of the Presbyterian church bell announced the demise of Mr. William W. Chittenden, an old and esteemed citizen, whose temporary improvement from a serious illness we noted some two weeks ago. Mr. Chittenden first came to Warsaw more than fifty years ago, and was a participant in the trying period of pioneer days and the stirring scenes of the early development of the county. His death removes one more of the early settlers, whose ranks are now growing thin indeed. Of his life and character we cheerfully give space to the following tribute by his former pastor, Rev. J. G. Rankin, who officiated at the funeral. Rev. Rankin spoke very feelingly of the deceased and afforded a blessed consolation to the bereaved family, who, in their sorrow, have a community's sympathy:

DIED—In Warsaw, Ill., Aug. 17th, 1890, Mr. Wm. W. Chittenden; aged 72 years, 5 months and 29 days.

Mr. Chittenden was born in Oxford, Ohio, Feb. 28, 1818. His childhood and youth were spent in his native village, and he received his education at the Miama university at that place. In 1834 he removed with his parents to Adams county in this state; and subsequently, in 1850, he came to Warsaw where he has resided ever since, with the exception of eight years spent in Montrose, Iowa, in the mercantile business. February 3d, 1842, he was married to Miss Helen Aldrich, of Warsaw, who, with six children—two sons and four daughters—survives him. At an early day he connected himself with the Presbyterian church of Warsaw, of which he remained a worthy member and officer until his death. For many years he has been an active member of the Warsaw Horticultural Society and took a deep interest in all its meetings and discussions.

Mr. Chittenden died in the faith in which he had lived. Though suffering great bodily pain for months, he bore all with true christian patience and sweet resignation to his Heavenly Father's will. To him death had no terrors but was a welcome summons to higher and nobler service. He was ever a kind and loving husband, a tender and indulgent father, and in turn was loved by wife and children most truly and tenderly. "He is not dead but sleepeth," "He rests from his labors and his works do follow him."

His funeral was attended from his late residence on the 19th, Rev. Rankin his former pastor, officiating.

J. G. R.

William's obituary, Warsaw Bulletin, August 22, 1890, p. 3. Written by his former pastor, it preserves a community remembrance of his later life. Its silence about Carthage neither confirms nor disproves Gregg's earlier account. [32]

William's wife Helen survived him until May 1893. Her obituary traced her birth to New York, her arrival in Warsaw in 1841, and her final illness in Iowa. Notices linked her to daughters in Davenport and Cincinnati. [21]

Different records remembered different things. A court file preserved a debt. An advertisement offered a service. A letter promised help. A political meeting recorded opposition. An obituary selected the qualities a family and community wished to honor. Read together, they reveal more than any one of them could carry alone.

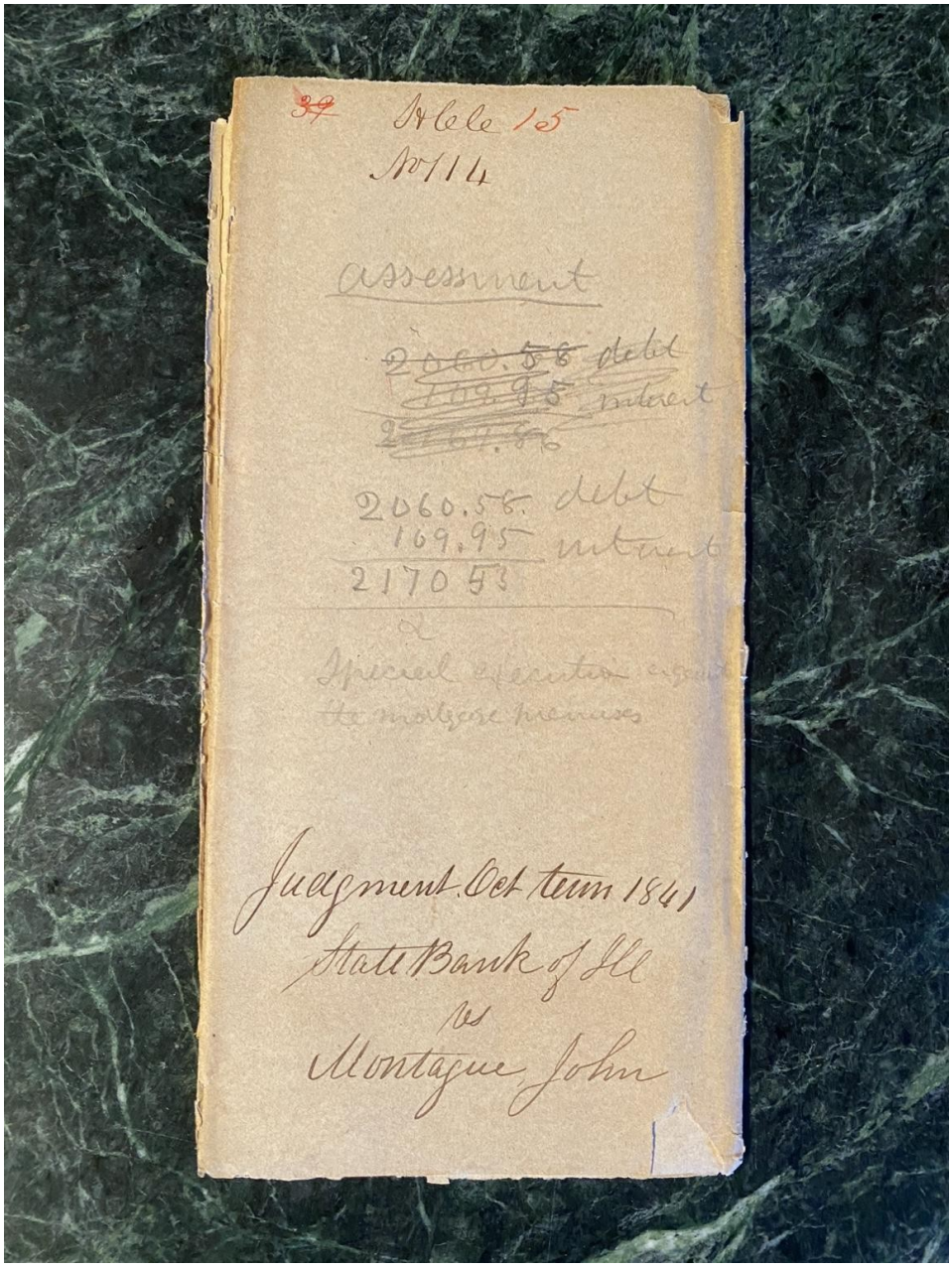
Montague's case belongs at the heart of that collection. The mortgage joins men before their names became associated with the final Nauvoo conflict. The signature of Virginia gives the transaction a household dimension. Browning and Bushnell's direction brings in the professional world on which Joseph himself relied. The papers preserve ordinary connections that later events might otherwise hide.

And William's four unnamed men remain at the edge of the story. We have not recovered their names. What we have recovered is the community around the man who was said to know them: its businesses, family ties, promises, disagreements, and decisions. The road to Carthage passed through a world in which cooperation had been possible. That is why the surviving evidence of friendship matters—and why its unraveling deserves to be remembered.

The original bank case papers

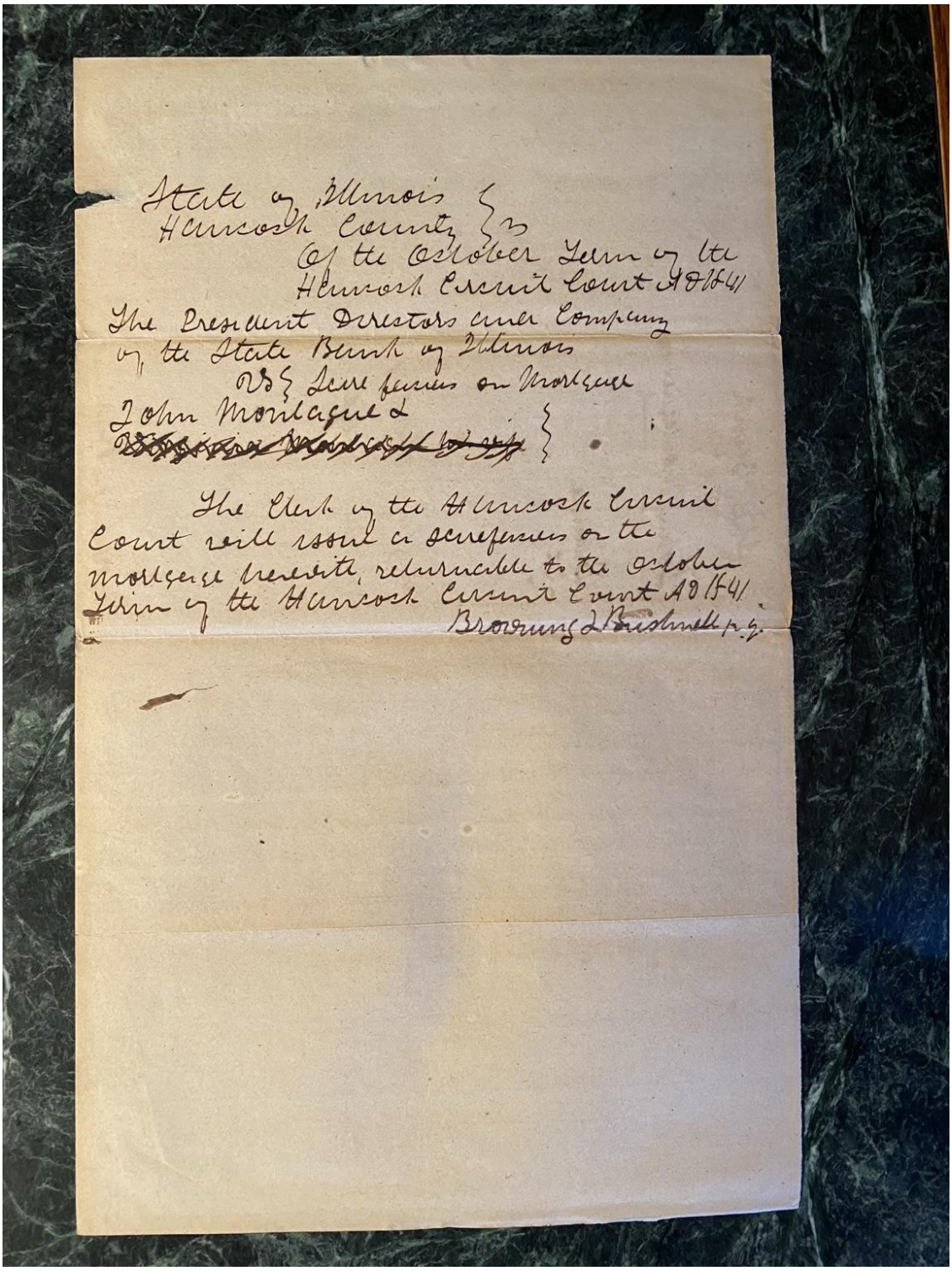
The following facsimiles preserve the bank-case photographs in their document order. Images have been turned upright for reading. The mortgage and process occupy several photographs; overlapping portions are retained. Full case transcripts and source qualifications follow the images.

The separate People v Martin Kinney horse-theft indictment signed by William Elliot, photographed as IMG_3764 and IMG_3765(1), is excluded. It belongs to another proceeding. No criminal allegation from that document is assigned to John Montague.



Case wrapper and assessment. The wrapper reads “Judgment Oct term 1841,” State Bank of Illinois v. John Montague. The uncancelled calculation is $2,060.58 debt plus $109.95 interest, totaling $2,170.53. David Larsen collection, IMG_3753.

The attorneys request process



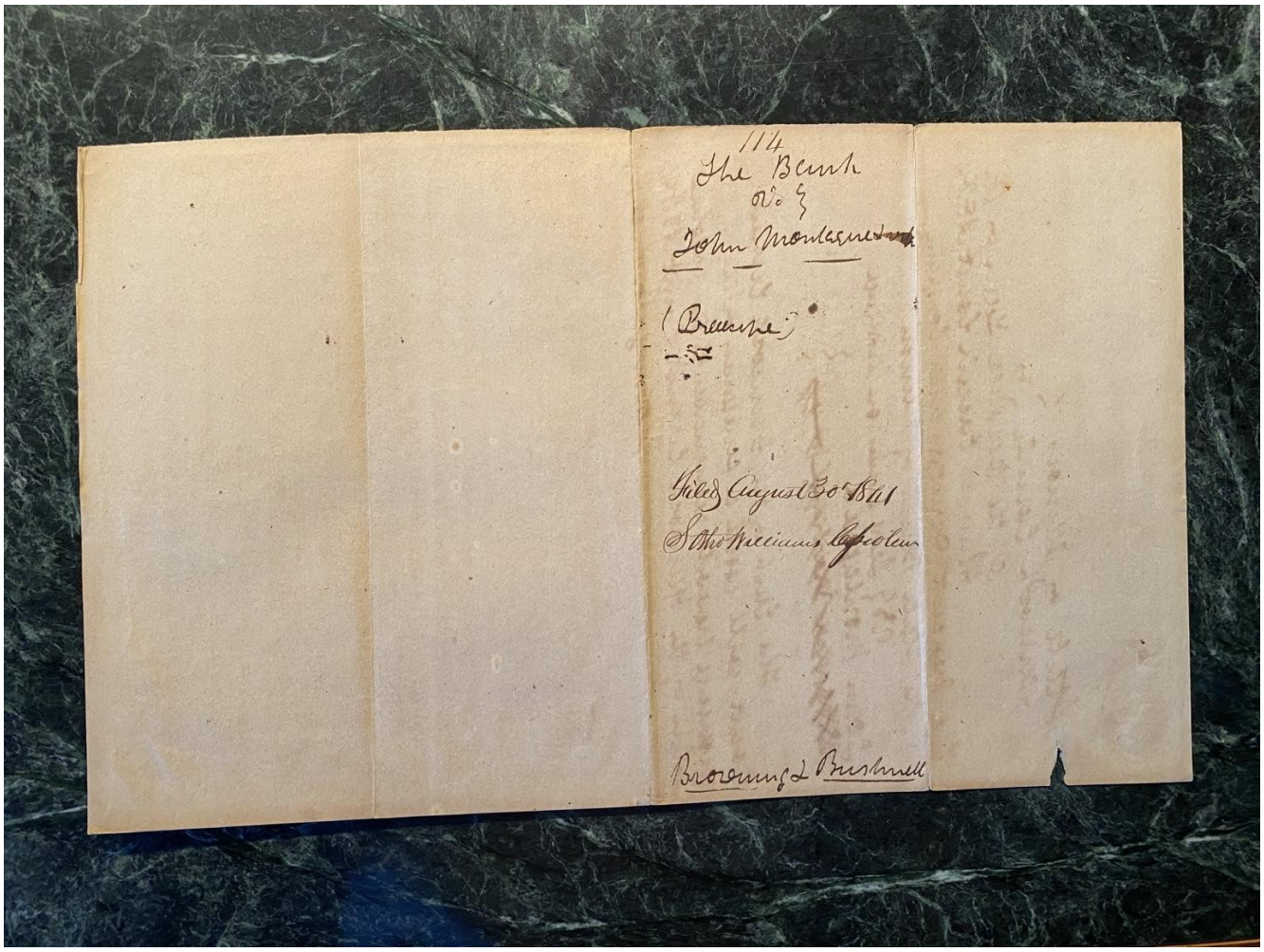
State of Illinois }
Hancock County } ss
Of the October Term of the
Hancock Circuit Court A D 1841

The President Directors and Company
of the State Bank of Illinois
vs } Scire facias on Mortgage
John Montague &
~~[illegible]~~ }

The Clerk of the Hancock Circuit
Court will issue a Scire facias on the
Mortgage herein, returnable to the October
Term of the Hancock Circuit Court A D 1841
Browning & Bushnell p.q.

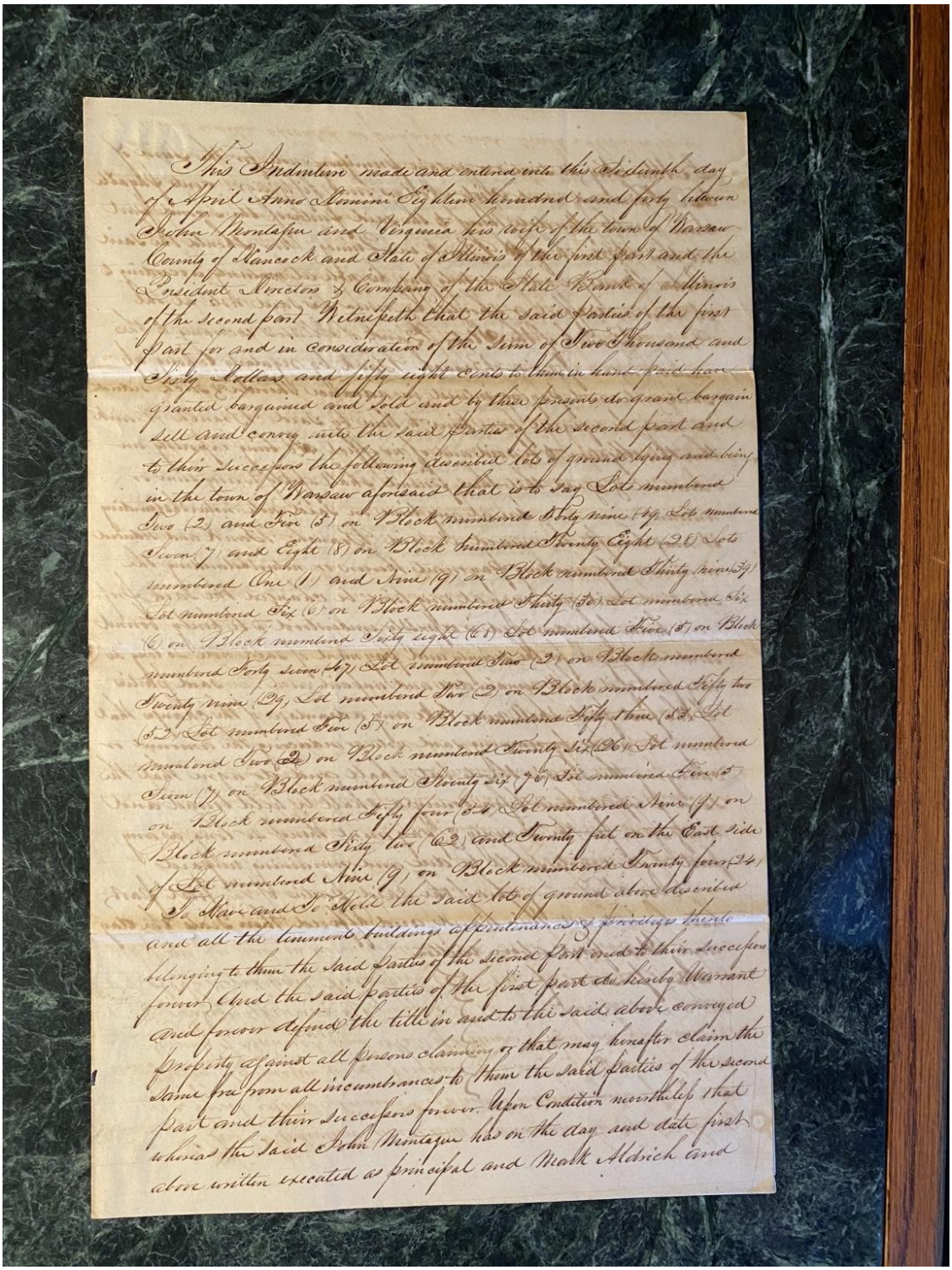
Browning and Bushnell direct the clerk to issue scire facias on the mortgage for the October 1841 term. IMG_3754.

The attorneys paper reverse



The reverse records filing on August 30, 1841, under S. Ortho Williams, clerk, and identifies the bank against John Montague and wife. IMG_3755.

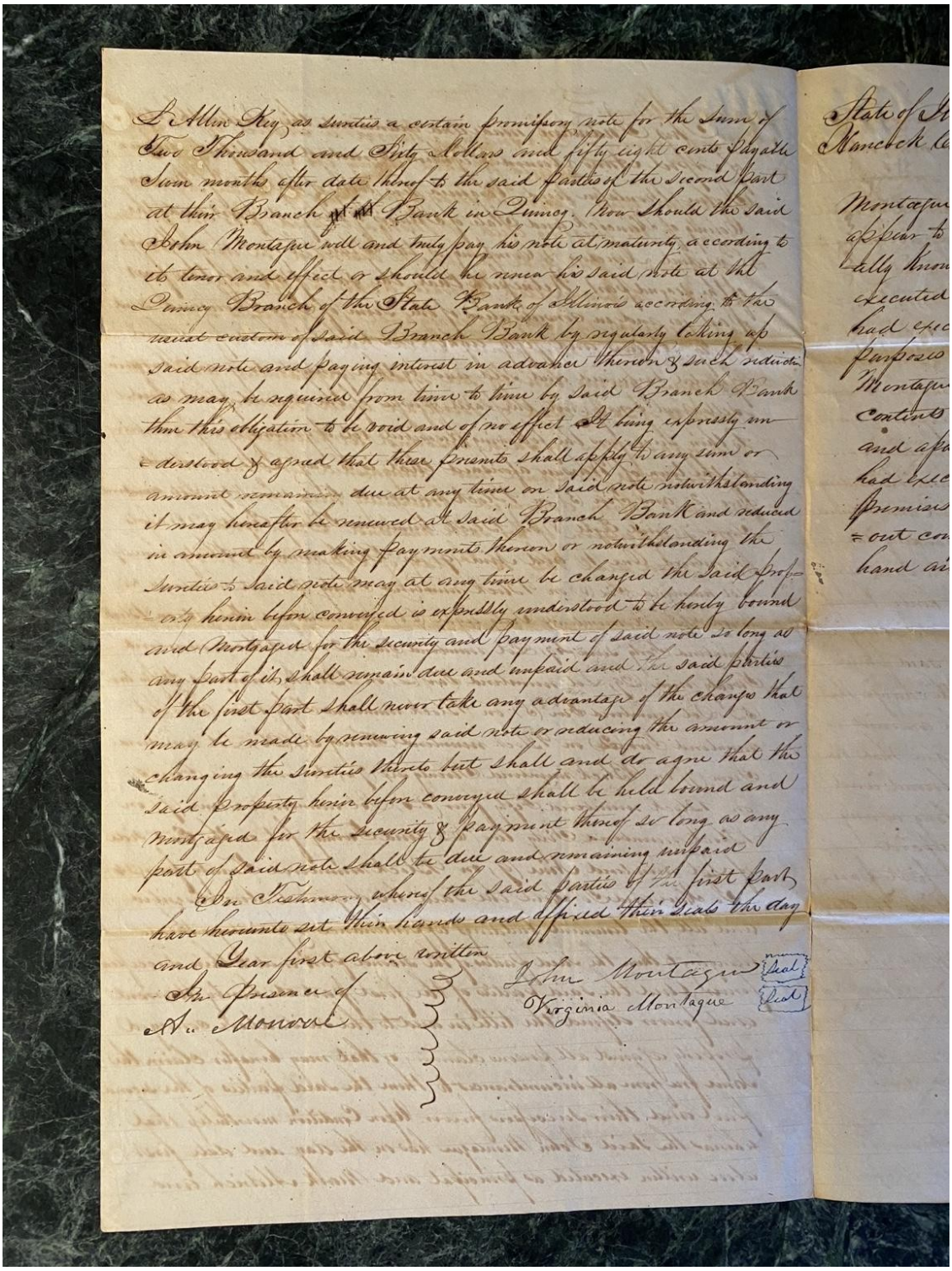
The mortgage begins



This Indenture made and entered into this Seventh day of April Anno Domini Eighteen hundred and forty between John Montague and Virginia his wife of the town of Warsaw County of Hancock and State of Illinois of the first part and the President Directors & Company of the State Bank of Illinois of the second part Witnesseth that the said parties of the first part for and in consideration of the Sum of Two Thousand and Sixty Dollars and fifty eight Cents to them in hand paid have granted bargained and sold and by these presents do grant bargain sell and convey unto the said parties of the second part and to their Successors the following discribed lots of ground lying and being in the town of Warsaw aforesaid that is to say Lot numbered Two (2) and Five (5) on Block numbered Forty nine (49) Lot numbered Seven (7) and Eight (8) on Block numbered Twenty Eight (28) Lots numbered One (1) and Nine (9) on Block numbered Thirty nine (39) Lot numbered Six (6) on Block numbered Thirty (30) Lot numbered Six (6) on Block numbered Forty eight (48) Lot numbered Four (4) on Block numbered Forty seven (47) Lot numbered Two (2) on Block numbered Twenty nine (29) Lot numbered Two (2) on Block numbered Fifty two (52) Lot numbered Four (4) on Block numbered Fifty three (53) Lot numbered Two (2) on Block numbered Twenty six (26) Lot numbered Seven (7) on Block numbered Thirty six (36) Lot numbered Four (4) on Block numbered Fifty four (54) Lot numbered Nine (9) on Block numbered Sixty two (62) and Twenty feet on the East side of Lot numbered Nine (9) on Block numbered Twenty four (24) To Have and To Hold the said lots of ground above discribed and all the tenuments buildings appurtenances & privileges thereto belonging to them the said parties of the second part and to their successors forever And the said parties of the first part do hereby Warrant and forever defend the title in and to the said above conveyed property against all persons claiming or that may hereafter claim the same free from all incumbrances to them the said parties of the second part and their successors forever. Upon Condition nevertheless that whereas the said John Montague has on the day and date first above written executed as principal and Mark Aldrich and

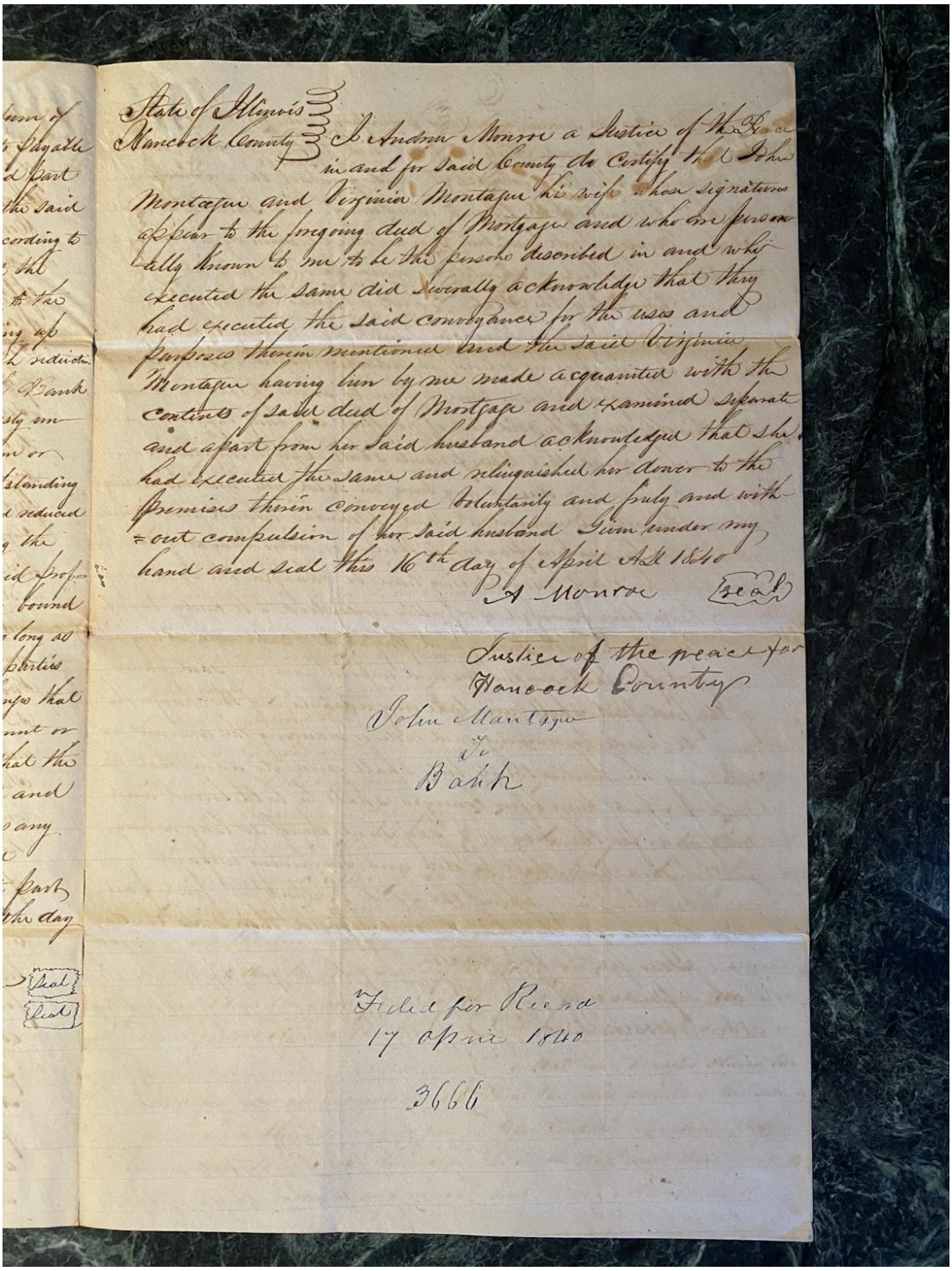
April 16, 1840. John and Virginia Montague convey described Warsaw lots as security to the State Bank of Illinois. IMG_3756.

The obligation and signatures



Continuation of the mortgage, including the note, the sureties, renewal conditions, and signatures of John and Virginia Montague. IMG_3757.

Virginia acknowledges the mortgage



State of Illinois
Hancock County } I Andrew Monroe a Justice of the Peace in and for said County do Certify that John Montague and Virginia Montague his wife whose signatures appear to the foregoing deed of Mortgage and who are personally known to me to be the persons described in and who executed the same did severally acknowledge that they had executed the said conveyance for the uses and purposes therein mentioned and the said Virginia Montague having been by me made acquainted with the contents of said deed of Mortgage and examined separate and apart from her said husband acknowledged that she had executed the same and relinquished her dower to the premises therein conveyed voluntarily and freely and without compulsion of her said husband Given under my hand and seal this 16th day of April AD 1840

A Monroe Seal

Justice of the peace for Hancock County

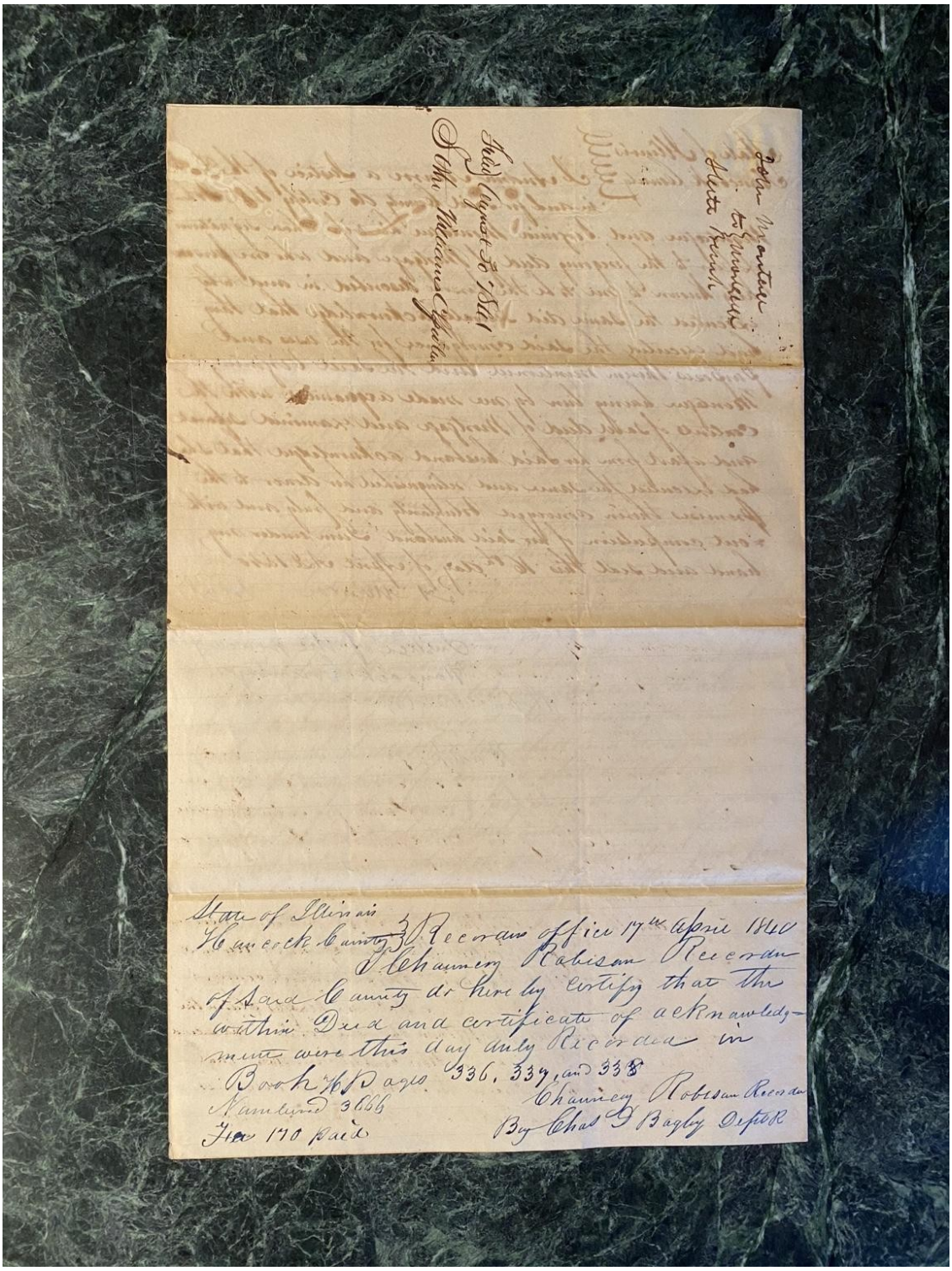
John Montague
to
Bank

Filed for Record
17 April 1840

3666

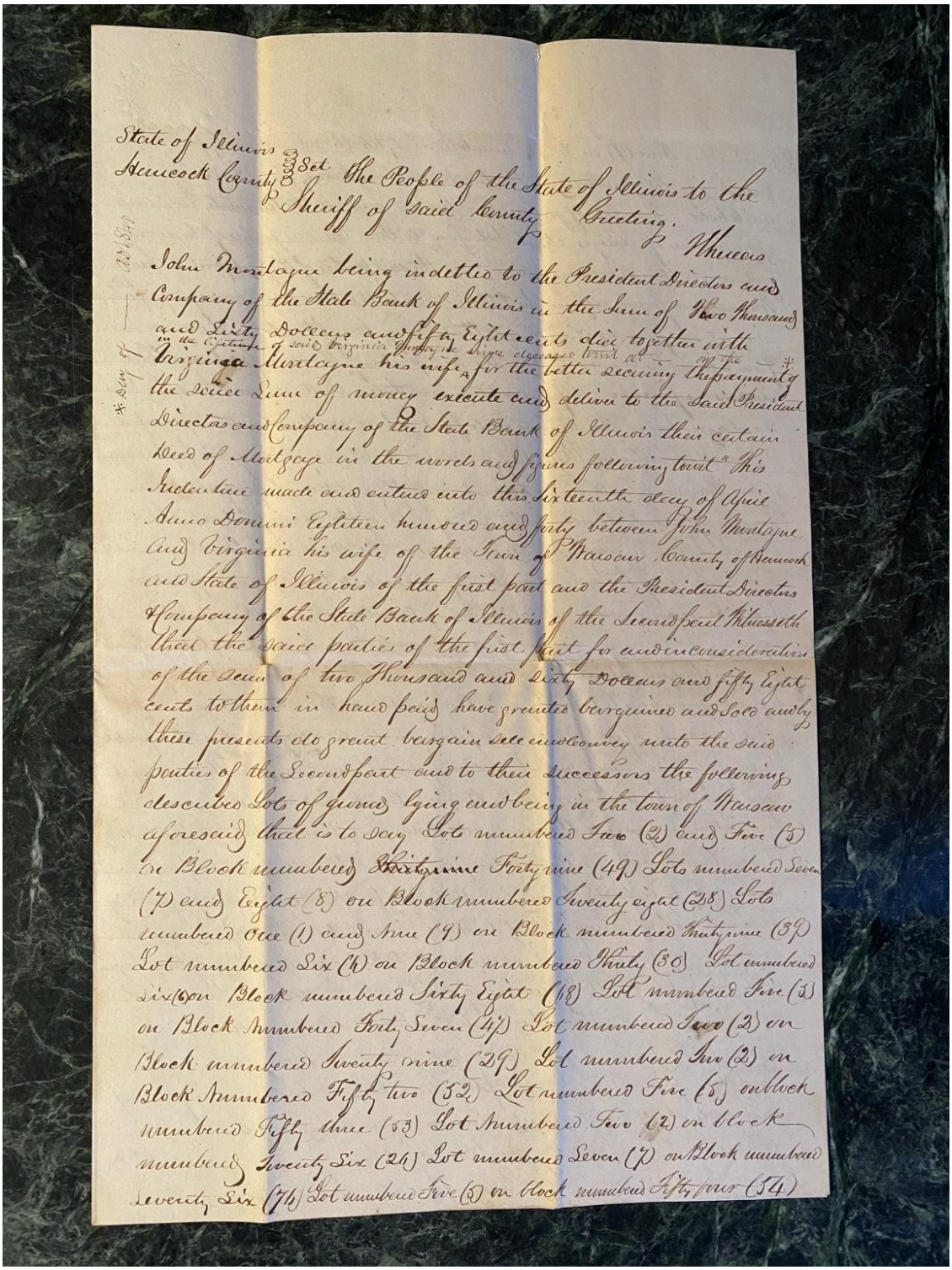
Andrew Monroe's certificate, April 16, 1840, and the April 17 filing notation. IMG_3758.

The county records the mortgage



Recording certificate under Chauncey Robison's name, signed by Charles D. Bagby as deputy. The record reference reads Book H, pages 336, 337, and 338, number 3666. IMG_3759. Some older endorsements run in another direction on the original.

The court process begins

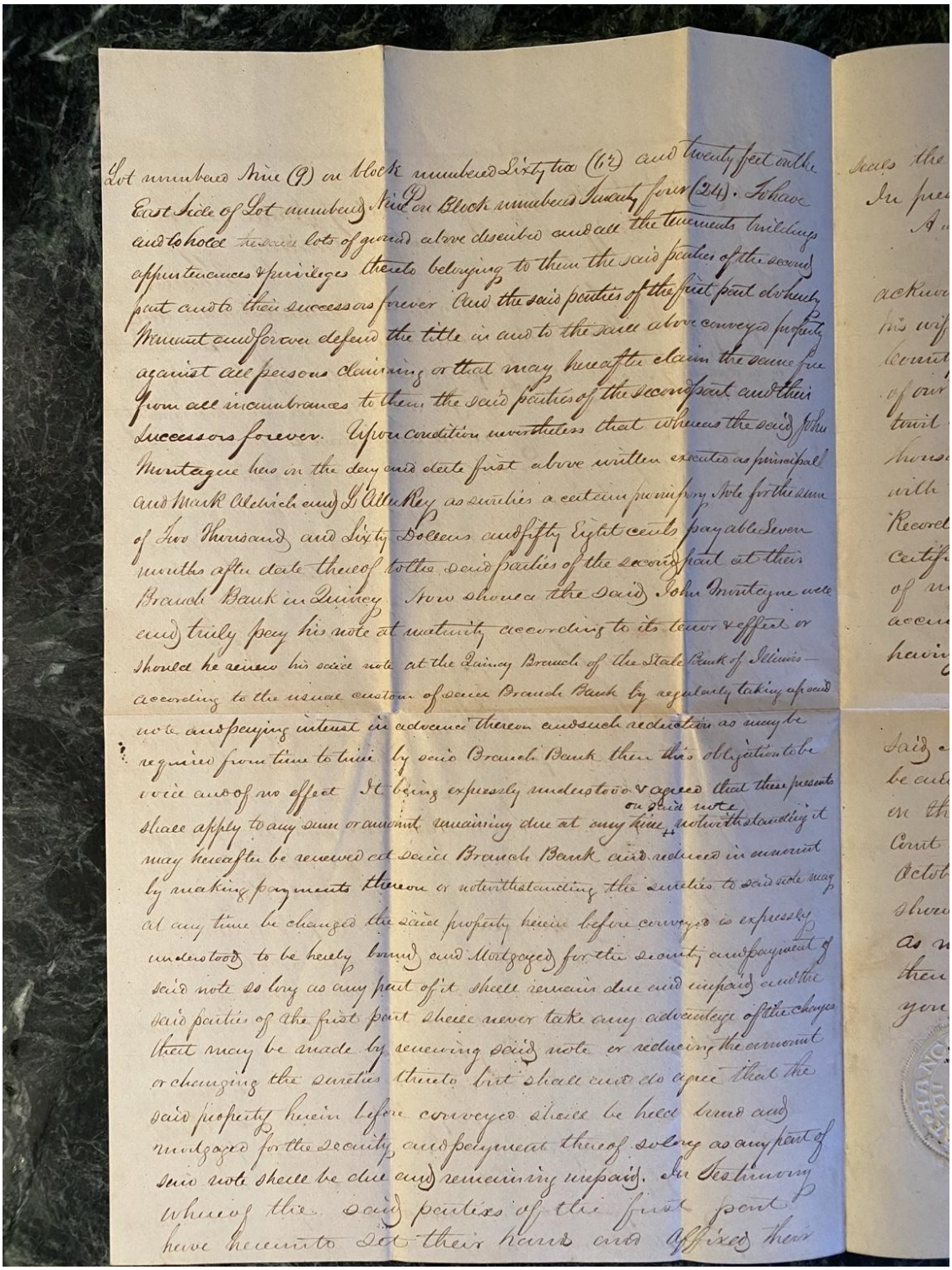


State of Illinois
Hancock County } Set. The People of the State of Illinois to the Sheriff of said County Greeting.

Whereas John Montayne being indebted to the President Directors and Company of the State Bank of Illinois in the Sum of Two Thousand and Sixty Dollars and fifty Eight cents did together with Virginia Montayne his wife, for the better securing the payment of the said Sum of money execute and deliver to the said President Directors and Company of the State Bank of Illinois their certain Deed of Mortgage in the words and figures following to wit "This Indenture made and entered into this Sixteenth day of April Anno Domini Eighteen hundred and forty between John Montayne and Virginia his wife of the Town of Warsaw County of Hancock and State of Illinois of the first part and the President Directors Company of the State Bank of Illinois of the Second part Witnesseth that the said parties of the first part for and in consideration of the Sum of two Thousand and Sixty Dollars and fifty Eight cents to them in hand paid have granted bargained and sold and by these presents do grant bargain sell and convey unto the said parties of the Second part and to their successors the following described Lots of ground lying and being in the town of Warsaw aforesaid that is to say Lots numbered Two (2) and Five (5) in Block numbered ~~Sixty~~nine Forty nine (49) Lots numbered Seven (7) and Eight (8) on Block numbered Seventy eight (78) Lots numbered One (1) and Nine (9) on Block numbered Thirty nine (39) Lot numbered Six (6) on Block numbered Thirty (30) Lot numbered Six (6) on Block numbered Sixty Eight (68) Lot numbered Five (5) on Block Numbered Forty Seven (47) Lot numbered Two (2) on Block numbered Twenty nine (29) Lot numbered Two (2) on Block Numbered Fifty two (52) Lot numbered Five (5) on block numbered Fifty three (53) Lot Numbered Two (2) on block numbered Twenty Six (26) Lot numbered Seven (7) on Block numbered Seventy Six (76) Lot numbered Five (5) on block numbered Fifty four (54)

Writ issued August 31, 1841. Its opening alleges the debt and recites the April 1840 mortgage. IMG_3760.

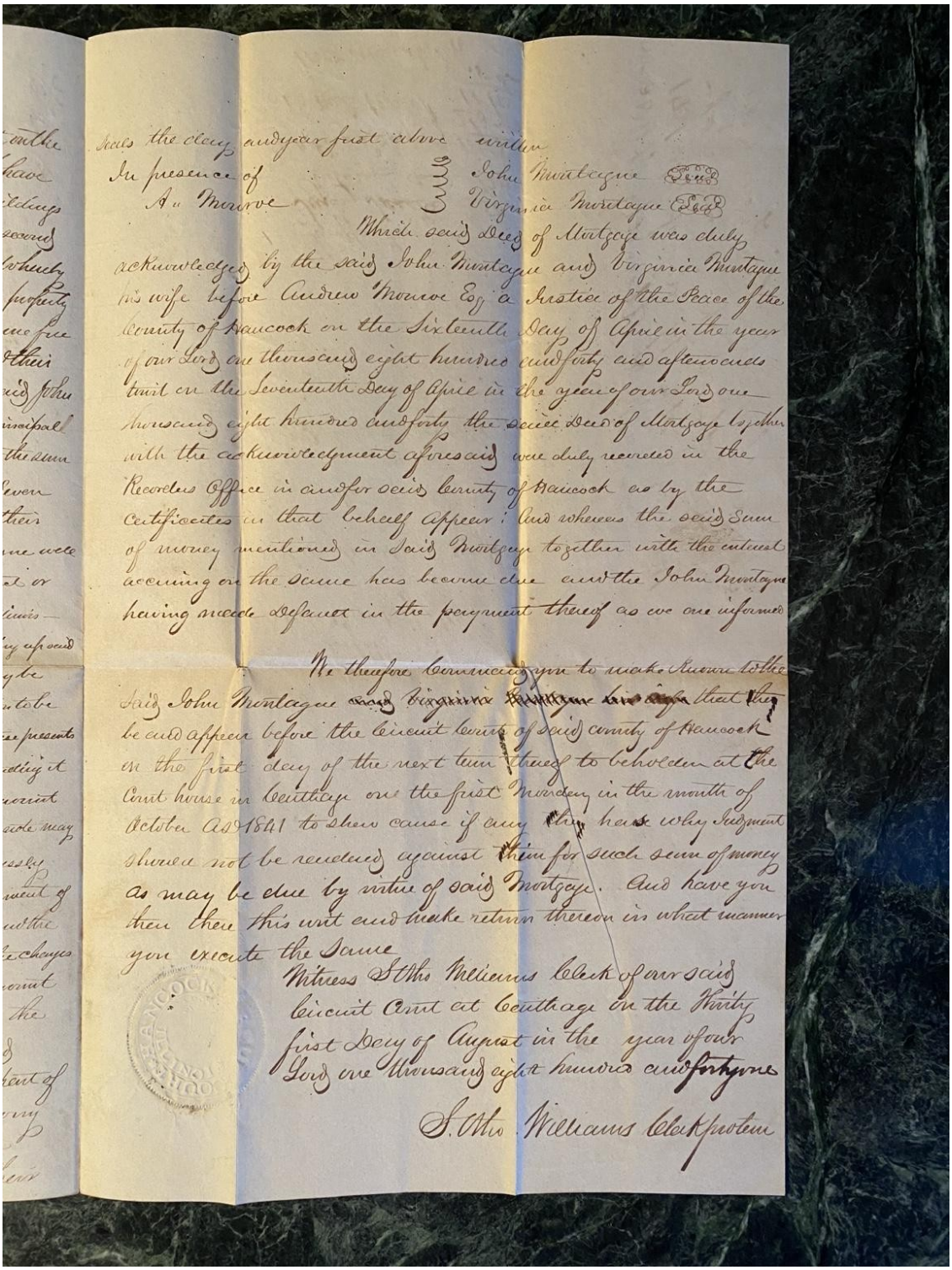
The mortgage recited in court



Lot numbered Nine (9) on Block numbered Sixty two (62) and twenty feet on the East side of Lot numbered Nine (9) on Block numbered Twenty four (24). To have and to hold the said lots of ground above described and all the tenements buildings appurtenances & privileges thereto belonging to them the said parties of the second part and to their successors forever And the said parties of the first part do hereby Covenant and forever defend the title in and to the said above conveyed property against all persons claiming or that may hereafter claim the same free from all incumbrances to them the said parties of the second part and their Successors forever. Upon condition nevertheless that whereas the said John Montague has on the day and date first above written executed as principal and Mark Aldrich and D. Allen Ray as sureties a certain promissory Note for the sum of Two Thousand and Sixty Dollars and fifty Eight cents payable Seven months after date thereof to the said parties of the second part at their Branch Bank in Quincy Now should the said John Montague well and truly pay his note at maturity according to its tenor & effect or should he renew his said note at the Quincy Branch of the State Bank of Illinois according to the usual custom of said Branch Bank by regularly taking up said note and paying interest in advance thereon and such reduction as may be required from time to time by said Branch Bank then this obligation to be void and of no effect It being expressly understood & agreed that these presents shall apply to any sum or amount remaining due at any time on said note notwithstanding it may hereafter be renewed at said Branch Bank and reduced in amount by making payments thereon or notwithstanding the sureties to said note may at any time be changed the said property herein before conveyed is expressly understood to be hereby bound and Mortgaged for the security and payment of said note so long as any part of it shall remain due and unpaid and the said parties of the first part shall never take any advantage of the changes that may be made by renewing said note or reducing the amount or changing the sureties thereto but shall and do agree that the said property herein before conveyed shall be held bound and mortgaged for the security and payment thereof so long as any part of said note shall be due and remaining unpaid. In Testimony whereof the said parties of the first part have hereunto set their hands and affixed their

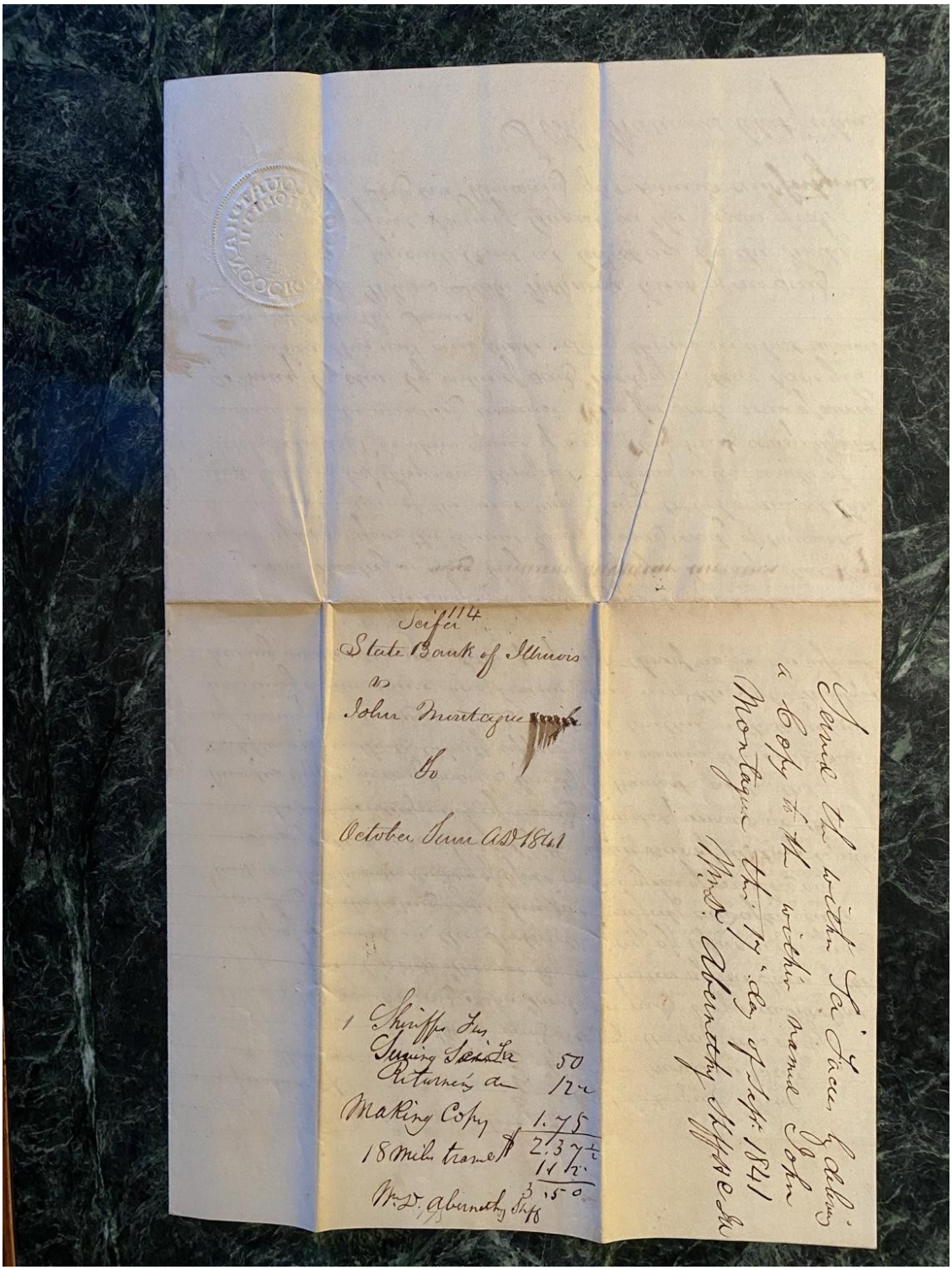
Continuation of the writ's recital of the mortgage and its renewal provisions. IMG_3761.

Montague is summoned to answer



Closing portion of the writ, directing appearance at the October 1841 term, signed by S. Ortho Williams, clerk pro tempore. IMG_3762.

Return and filing endorsements



Reverse of the process, including the service endorsement, fees, and filing. The endorsement records delivery of a copy to Montague on September 17, 1841. IMG_3763. The different writing directions are retained in the photograph.

Full transcripts of the handwritten documents

These transcripts cover all eleven case photographs, IMG_3753–IMG_3763, followed by the two supplementary manuscript images reproduced in the narrative. Text visible again at the edges of adjoining photographs is transcribed once, in its own document sequence. The unrelated Kinney indictment remains excluded.

Original wording, spelling, abbreviations, and inconsistent numbers are retained; paragraphing and line wrapping are adjusted for reading. Superscripts are placed on the baseline. Square brackets contain editorial descriptions: [illegible] marks unrecovered text, [word?] a tentative reading, [cancelled: …] deleted text, and [inserted: …] an addition. Seals and ruled calculations are described. No formula or parcel description has been silently supplied from the other version. Faint punctuation and ambiguous letter cases cannot always be distinguished in these photographs. The facsimiles remain the authority for handwriting, spacing, and alterations.

1 Case wrapper and assessment

IMG_3753. Read from the upper identifiers through the pencil assessment to the ink case title.
No [66?] [red: 15]
No 114
[Red identifier at upper left, cancelled: 37?]
Assessment
[Cancelled calculation:]
2060.58 debt
109.95 interest
[illegible total beneath cancellation strokes]
[Uncancelled calculation:]
2060.58 debt
109.95 interest
[rule]
2170.53
[Faint pencil direction: Special Execution against / the mortgaged premises]
Judgment Oct term 1841
State Bank of Ill
vs
Montague John

2 Attorneys direction to issue process

IMG_3754. The cancelled defendant line is heavily overwritten.
State of Illinois }
Hancock County } ss
At the October Term of the Hancock Circuit Court AD 1841
The President Directors and Company of the State Bank of Illinois
vs } Scire facias on Mortgage
John Montague &
[cancelled: Virginia Montague his wife?]

The Clerk of the Hancock Circuit Court will issue a scire facias on the mortgage herewith, returnable to the October Term of the Hancock Circuit Court AD 1841.

Browning & Bushnell [p. q.?]

3 Reverse of the attorneys direction

IMG_3755. Docket title, filing notation, and attorneys endorsement.
114
The Bank
vs }
John Montague [cancelled: & wife?]
(Præcipe)
Filed August 30 1841
S Ortho Williams Clk pro tem
Browning & Bushnell

4 Mortgage opening and property descriptions

IMG_3756. The text continues directly onto IMG_3757.
This Indenture made and entered into this Sixteenth day of April Anno Domini Eighteen hundred and forty between John Montague and Virginia his wife of the town of Warsaw County of Hancock and State of Illinois of the first part and the President Directors & Company of the State Bank of Illinois of the second part Witnesseth that the said parties of the first part for and in consideration of the Sum of Two Thousand and Sixty dollars and fifty eight cents to them in hand paid have granted bargained and sold and by these presents do grant bargain sell and convey unto the said parties of the second part and to their Successors the following described lots of ground lying and being in the town of Warsaw aforesaid that is to say Lots numbered Two (2) and Five (5) in Block numbered Forty nine (49) Lots numbered Seven (7) and Eight (8) in Block numbered Twenty Eight (28) Lots numbered One (1) and Nine (9) in Block numbered Thirty nine (39) Lot numbered Six (6) in Block numbered Thirty (30) Lot numbered Six (6) in Block numbered Sixty eight (68) Lot numbered Five (5) in Block numbered Forty seven (47) Lot numbered Two (2) in Block numbered Twenty nine (29) Lot numbered Two (2) in Block numbered Fifty two (52) Lot numbered Five (5) in Block numbered Fifty three (53) Lot numbered Two (2) in Block numbered Twenty Six (26) Lot numbered Seven (7) in Block numbered Seventy six (76) Lot numbered Five (5) in Block numbered Fifty four (54) Lot numbered Nine (9) in Block numbered Sixty two (62) and Twenty feet on the East side of Lot numbered Nine (9) in Block numbered Twenty four (24).

To Have and To Hold the said lots of ground above described and all the tenements buildings appertenances & privileges thereto belonging to them the said parties of the Second part and to their Successors forever And the said parties of the first part do hereby Warrant and forever defend the title in and to the said above conveyed property against all persons claiming or that may hereafter claim the Same free from all incumbrances to them the said parties of the second part and their Successors forever. Upon Condition nevertheless that whereas the said John Montague has on the day and date first above written executed as principal and Mark Aldrich and

5 Mortgage conditions and signatures

IMG_3757. Continuation of the preceding sentence. The adjacent acknowledgment is transcribed under IMG_3758.

L Allen Key as Sureties a certain promissory note for the Sum of Two Thousand and Sixty dollars and fifty eight cents payable Four months after date thereof to the said parties of the second part at their

Branch [cancelled: illegible] Bank in Quincy Now Should the said John Montague well and truly pay his note at maturity according to its tenor and effect or Should he renew his Said Note at the Quincy Branch of the State Bank of Illinois according to the usual custom of said Branch Bank by regularly taking up said note and paying interest in advance thereon & such reductions as may be required from time to time by said Branch Bank then this obligation to be void and of no effect. It being expressly understood & agreed that these presents shall apply to any Sum or amount remaining due at any time on Said note notwithstanding it may hereafter be renewed at Said Branch Bank and reduced in amount by making payments thereon or notwithstanding the Sureties to Said note may at any time be changed the Said property herein before conveyed is expressly understood to be hereby bound and Mortgaged for the Security and payment of said note so long as any part of it Shall remain due and unpaid and the Said parties of the first part Shall never take any advantage of the changes that may be made by renewing said note or reducing the amount or changing the Sureties thereto but Shall and do agree that the Said property herein before conveyed Shall be held bound and mortgaged for the Security & payment thereof so long as any part of Said note Shall be due and remaining unpaid

In Testimony whereof the Said parties of the first part have hereunto set their hands and affixed their Seals the day and Year first above written

In presence of }
A. Monroe }
John Montague [drawn seal containing: Seal]
Virginia Montague [drawn seal containing: Seal]

6 Acknowledgment and filing for record

IMG_3758. The lower docket and recording notes follow the acknowledgment.
State of Illinois }
Hancock County }
I Andrew Monroe a Justice of the Peace in and for Said County do certify that John Montague and Virginia Montague his wife whose signatures appear to the foregoing deed of Mortgage and who are personally known to me to be the persons described in and who executed the Same did Severally acknowledge that they had executed the Said conveyance for the uses and purposes therein mentioned and the Said Virginia Montague having been by me made acquainted with the contents of Said deed of Mortgage and examined Separate and apart from her Said husband acknowledged that she had executed the Same and relinquished her dower to the premises therein conveyed voluntarily and freely and without compulsion of her Said husband Given under my hand and Seal this 16th day of April AD 1840

A Monroe [drawn seal containing: seal]
Justice of the peace for Hancock County
[Lower docket:]
John Montague
to
Bank
[Filing notation:]
Filed for Record
17 April 1840
3666

7 Recording certificate and court filing

IMG_3759. The court endorsements run at right angles to the recording certificate. Show-through from the other side is not a separate inscription.

[Court docket and filing:]
John Montague
to Mortgage
State Bank
Filed August 30 1841
S Ortho Williams Clk pro tem
[Recording certificate:]
State of Illinois }
Hancock County } Recorders office 17th April 1840
I Chauncey Robison Recorder of Said County do here by certify that the within Deed and certificate of acknowledgment was this day duly Recorded in Book H pages 336, 337, and 338

Numbered 3666
Fees 170 paid
Chauncey Robison Recorder
By Chas D Bagby Dept R

8 Writ opening and recital of the mortgage

IMG_3760. Interlineation and a cancelled block number are recorded below. This is a separate copy of the mortgage, not a substitute for the original.

State of Illinois }
Hancock County } Sct
The People of the State of Illinois to the Sheriff of said County Greeting.
Whereas John Montague being indebted to the President Directors and Company of the State Bank of Illinois in the Sum of Two Thousand and Sixty Dollars and fifty Eight cents did together with Virginia Montague his wife [inserted: in the lifetime of said Virginia Montague since deceased to wit at [blank] on the [blank]] for the better securing the payment of the said Sum of money execute and deliver to the Said President Directors and Company of the State Bank of Illinois their certain deed of Mortgage in the words and figures following to wit “This Indenture made and entered into this Sixteenth day of April Anno Domini Eighteen hundred and forty between John Montague and Virginia his wife of the town of Warsaw County of Hancock and State of Illinois of the first part and the President Directors & Company of the State Bank of Illinois of the Second part Witnesseth that the said parties of the first part for and in consideration of the Sum of two Thousand and Sixty Dollars and fifty Eight cents to them in hand paid have granted bargained and sold and by these presents do grant bargain sell and convey unto the said parties of the Second part and to their successors the following described Lots of ground lying and being in the town of Warsaw aforesaid that is to say Lots numbered Two (2) and Five (5) in Block numbered [cancelled: Sixty nine] Forty nine (49) Lots numbered Seven (7) and Eight (8) in Block numbered Twenty eight (28) Lots numbered One (1) and Nine (9) in Block numbered Thirty nine (39) Lot numbered Six (6) in Block numbered Thirty (30) Lot numbered Six (6) on Block numbered Sixty Eight (48) Lot numbered Five (5) on Block numbered Forty Seven (47) Lot numbered Two (2) on Block numbered Twenty nine (29) Lot numbered Two (2) on Block Numbered Fifty two (52) Lot numbered Five (5) on block numbered Fifty three (53) Lot Numbered Two (2) on block numbered Twenty Six (26) Lot numbered Seven (7) on Block numbered Seventy Six (76) Lot numbered Five (5) on block numbered Fifty four (54)

[Left margin, vertical, following an insertion mark: day of [blank] AD 184[1?]]

9 Writ continuation

IMG_3761. The recital continues through the mortgage conditions and the beginning of the attestation.

Lot numbered Nine (9) on block numbered Sixty two (62) and twenty feet on the East Side of Lot numbered Nine on Block numbered Twenty four (24). To have and to hold the said lots of ground above described and all the tenements buildings appurtenances & privileges thereto belonging to them the said parties of the second part and to their successors forever And the said parties of the first part do hereby Warrant and forever defend the title in and to the said above conveyed property against all persons claiming or that may hereafter claim the same free from all incumbrances to them the said parties of the second part and their Successors forever. Upon condition nevertheless that whereas the said John Montague has on the day and date first above written executed as principal and Mark Aldrich and L Allen Key as sureties a certain promissory Note for the Sum of Two Thousand and Sixty Dollars and fifty Eight cents payable Four months after date thereof to the said parties of the second part at their Branch Bank in Quincy Now Should the said John Montague well and truly pay his note at maturity according to its tenor & effect or should he renew his said note at the Quincy Branch of the State Bank of Illinois according to the usual custom of said Branch Bank by regularly taking up said note and paying interest in advance thereon and such reductions as may be required from time to time by said Branch Bank then this obligation to be void and of no effect It being expressly understood & agreed that these presents shall apply to any sum or amount remaining due at any time [inserted: on said note] Notwithstanding it may hereafter be renewed at said Branch Bank and reduced in amount by making payments thereon or notwithstanding the sureties to said note may at any time be changed the said property herein before conveyed is expressly understood to be hereby bound and Mortgaged for the security and payment of said note so long as any part of it shall remain due and unpaid and the said parties of the first part shall never take any advantage of the changes that may be made by renewing said note or reducing the amount or changing the sureties thereto but shall and do agree that the said property herein before conveyed shall be held bound and mortgaged for the security and payment thereof so long as any part of said note shall be due and remaining unpaid. In Testimony Whereof the said parties of the first part have hereunto set their hands and affixed their

10 Writ conclusion and summons

IMG_3762. The copied signatures and seals precede the clerk’s account of acknowledgment and recording. Cancelled words in the summons are retained in brackets.

Seals the day and year first above written
In presence of }
A. Monroe }
John Montague [drawn seal containing: Seal]
Virginia Montague [drawn seal containing: Seal]
Which said deed of Mortgage was duly acknowledged by the said John Montague and Virginia Montague his wife before Andrew Monroe Esq a Justice of the Peace of the County of Hancock on the Sixteenth day of April in the year of our Lord one thousand eight hundred and forty and afterwards to wit on the Seventeenth day of April in the year of our Lord one thousand eight hundred and forty the said deed of Mortgage together with the acknowledgment aforesaid was duly recorded in the Recorders Office in and for said County of Hancock as by the certificates in that behalf appear: And whereas the said Sum of money mentioned in said Mortgage together with the interest accruing on the same has become due and the John Montague having made default in the payment thereof as we are informed

We therefore Command you to make known to the said John Montague [cancelled: and Virginia Montague his wife] that [altered from they; he?] be and appear before the Circuit Court of said County

of Hancock on the first day of the next term thereof to be holden at the Court house in Carthage on the first Monday in the month of October AD 1841 to shew cause if any [altered from they; he?] [altered from have; has?] why Judgment should not be rendered against [altered from them; him?] for such Sum of money as may be due by virtue of said Mortgage. And have you then there this writ and make return thereon in what manner you execute the Same

Witness S Ortho Williams Clerk of our said Circuit Court at Carthage on the Thirty first day of August in the year of our Lord one Thousand eight hundred and forty one

S Ortho Williams Clerk pro tem

[Embossed court seal at lower left; visible lettering includes HANCOCK, CIRCUIT and ILLINOIS. The impression is incomplete in the photograph.]

11 Sheriff return and fees

IMG_3763. Docket on the central folded panel; service return on the adjoining panel, turned for reading; fees below the docket.

[Docket:]
Sci fa 114
State Bank of Illinois
vs
John Montague [cancelled: & wife?]
To
October Term AD 1841
[Service return:]
Served the within Sci Facias by delivering a Copy to the within named John Montague this 17th day of Sept. 1841

Wm D. Abernethy Shff HC Ill
[Fees:]
Sheriffs Fees
Serving Sci fa 50
Returning do 12½
Making Copy 1.75
[rule]
$ 2.37½
18 Miles travel 1.12½
[rule]
3.50
Wm D. Abernethy Shff
[Reverse impression of the court seal; no additional inscription transcribed.]

Observations from the complete case transcripts

The interlineation in IMG_3760 describes Virginia Montague as “since deceased,” followed by unfilled spaces for place and date. This is the court paper’s statement, not an independently verified death date. It supplies a documentary explanation for removing her name from the summons, and places her reported death between the April 1840 mortgage and the August 1841 process.

The original mortgage gives Block Sixty eight (68); the writ appears to give the words “Sixty Eight” followed by the figures “(48).” The discrepancy is retained. The writ also corrects its first block reference from “Sixty nine” to “Forty nine (49).” These are readings of the photographs, not a verified title abstract.

The wrapper includes a faint direction for special execution against the mortgaged premises. That direction is not proof that a sale occurred. The sheriff’s return records service on September 17, 1841, and the fee calculation totals $3.50. The signatures read Wm D. Abernethy; an identification beyond the written name requires separate biographical evidence.

The attorneys’ closing abbreviation, parts of the cancelled defendant lines, some altered pronouns, and the wrapper’s upper identifiers remain uncertain. They are explicitly marked rather than silently reconstructed. Figures crossed out on the wrapper are not used to replace its uncancelled assessment.

12 Supplementary manuscript illustration of the lumber invoice

Abram I. Chittenden invoice to Joseph Smith, circa November 2, 1841. Transcript of the complete image reproduced in the narrative, source [10]. The rate figures and account spellings are retained as written; columns are separated by vertical bars for reading.

Joseph Smith Bot of
A I Chittenden
1841
Oct 5th | 206 feet Sheeting | @ 112½ | $ 2-32
[same date] | 234 feet Joist | 150 | 3.51
12th | 2652 feet Flooring & Joist | @ 150 | 39.78
22d | 500 feet Sheeting | 112½ | 5.63
28th | 458 Lumber | 150 | 6.88 [last figures overwritten]
Nov 2d | 304 feet Do | 150 | 4.56
[Total:] 62.68
[Editorial note: The total is transcribed as written, not recalculated. Some numeral shapes and the correction in the October 28 amount are difficult; comparison with the repository’s original is advisable before using this as a numerical account analysis.]

13 Supplementary manuscript illustration of Warren’s letter

Calvin A. Warren to Joseph Smith, July 13, 1842, page 2. Transcript of every line visible in the reproduced page, source [13]. This page begins in mid-sentence. It is not a transcript of the letter’s unreproduced first page or its envelope.

down here this week, and then fix the time for visiting Nauvoo—
Enclosed is a letter inquiring for the situation & value & prospect of selling the land described therein? Please deliver to some competent person, to send me the desired information as soon as practicable!

My little rifle is a little the greatest Chattel in this city—the more I think of your parting remark to me about it, the more I feel certain it shall never be used against yourself or friends!

In haste Very Respectfully
Yours &c
Calvin A. Warren

Notes on evidence and identification

The case and the larger story

The mortgage and court process are evidence of the bank's claim and the named financial relationships. They do not establish that the bank dispute caused later anti-Mormon conduct, that every associated person participated in a conspiracy, or that the Saints were parties to this mortgage suit. The name of a well-known lawyer alone does not establish the public prominence of a particular case.

The date of the mortgage

The opening and acknowledgment read April 16, 1840; the recording certificate is April 17, 1840. The court process belongs to 1841. Keeping those dates separate prevents the mortgage from being moved into the year of judgment. The writ's insertion describes Virginia as since deceased but supplies no date or place of death; this is reported as the document's statement.

Who wrote the attorneys paper

The collector identifies the hand as Browning's or Bushnell's from comparison with other documents in his collection. The firm endorsement is visible. The present edition does not select one partner as the individual penman without a documented comparison.

William and the three different counts

Gregg's 1880 biography reports William Ward's presence when Joseph was killed and knowledge of four fatal-shot firers. It does not separately describe his witnessing Hyrum's death or say that William fired. Brackenbury's two passengers and Backenstos's four accused Chittendens remain unidentified. The Backenstos list is dated circa March 1846 in the documentary apparatus; the history copy reproduced in the research report was written in 1856, although placed in its June 1844 narrative.

Helen and the family branches

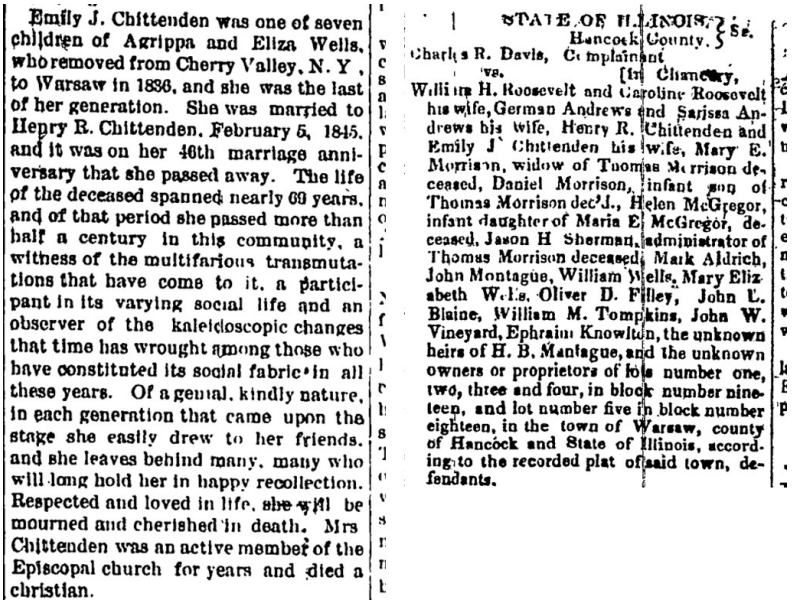
Helen's relationship to Mark Aldrich remains tentative. Her obituary does not name her parents. Marriage dates differ: February 2 in the state index, February 3 in Gregg and Talcott, and February 8 in the obituary. Abraham I. and John Baldwin were paternal half-brothers; Samuel Robinson and Henry R. belonged to John Baldwin's branch. Later marriages must not be backdated into an 1844 political network.

Trial outcomes and reported conduct

The May 30, 1845 acquittal concerned Joseph Smith's murder. Hyrum's prosecution was later dismissed. Witness testimony, a lawyer's closing argument, a list of accusations, and a later biography are different forms of evidence. None is silently substituted for a verdict or a complete reconstruction of the attack.

Family and property connections

Property and family relationships also continued to join the Warsaw households. An 1851 chancery notice named Henry and Emily Chittenden, members of the Roosevelt and other families, Aldrich, and Montague in a dispute over Warsaw lots. Emily's obituary identified her as a daughter of Agrippa and Eliza Wells. Here the family network appears again in a concrete legal record, although the notice does not explain every defendant's interest in the property. [30]



Emily J. Chittenden was one of seven children of Agrippa and Eliza Wells, who removed from Cherry Valley, N. Y., to Warsaw in 1836, and she was the last of her generation. She was married to Henry R. Chittenden, February 5, 1845, and it was on her 46th marriage anniversary that she passed away. The life of the deceased spanned nearly 69 years, and of that period she passed more than half a century in this community, a witness of the multifarious transmutations that have come to it, a participant in its varying social life and an observer of the kaleidoscopic changes that time has wrought among those who have constituted its social fabric in all these years. Of a genial, kindly nature, in each generation that came upon the stage she easily drew to her friends, and she leaves behind many, many who will long hold her in happy recollection. Respected and loved in life, she will be mourned and cherished in death. Mrs Chittenden was an active member of the Episcopal church for years and died a christian.

STATE OF ILLINOIS, } ss.
Hancock County.
Charles R. Davis, Complainant
vs. [In Chancery,
William H. Roosevelt and Caroline Roosevelt his wife, German Andrews and Sarissa Andrews his wife, Henry R. Chittenden and Emily J. Chittenden his wife, Mary E. Morrison, widow of Thomas Morrison deceased, Daniel Morrison, infant son of Thomas Morrison dec'd., Helen McGregor, infant daughter of Maria E. McGregor, deceased, Jason H. Sherman, administrator of Thomas Morrison deceased, Mark Aldrich, John Montague, William Wells, Mary Elizabeth Wells, Oliver D. Filley, John L. Blaine, William M. Tompkins, John W. Vineyard, Ephraim Knowlton, the unknown heirs of H. B. Montague, and the unknown owners or proprietors of lots number one, two, three and four, in block number nineteen, and lot number five in block number eighteen, in the town of Warsaw, county of Hancock and State of Illinois, according to the recorded plat of said town, defendants.

Emily Chittenden's family paragraph, Warsaw Bulletin, February 13, 1891, and the 1851 chancery party list, Warsaw Signal, August 27. The notice connects households in litigation; it does not prove a joint political undertaking. [30]

John Baldwin's son Henry appeared in the 1845 murder-trial jury pool but was not among the final jurors. Another son, Samuel Robinson, is strongly identified with the Samuel R. who served as secretary of an Adams County anti-Mormon meeting. These were distinct roles within the same family branch. [29]

Associations and motives

Commercial dealings do not by themselves establish friendship, religious affiliation, or payment. The insurance charter does not establish that the proposed company operated, and the land agreement does not establish completed sales. Financial losses are not proof of a motive for hostility. A lawyer's representation does not establish agreement with a client's beliefs; Warren's defense work is not evidence that he participated in the attack, nor does his argument speak independently for every defendant. Montague's lodge letter records a defense of applicants, not a judicial finding about witnesses. [3, 6, 10, 14, 22, 26]

What remains beyond this edition

The full judgment entry, disposition of the mortgaged parcels, federal bankruptcy schedules, original probate files, the Aldrich genealogy, Gregg correspondence, and certain lodge and militia records remain targets for original-record work. The preceding bounded newspaper search was provisionally completed. Its remaining uncertainties are retained without delaying a narrative that can already be supported.

Sources and illustration credits

Numbers in the narrative refer to the entries below. The earlier research dossiers preserve fuller citations and search histories. Newspaper and manuscript illustrations carried forward from those dossiers retain their original provenance; newly added images are identified separately. Links lead to public documentary editions or repositories.

[1] Thomas Gregg, History of Hancock County, Illinois (1880), pp. 658–659; original passage on p. 659 reproduced. Retrospective biography.

Open source 1

[2] David Larsen collection, State Bank of Illinois v. John Montague, IMG_3753–IMG_3763. Mortgage April 16, 1840; acknowledgment and recording certificates; attorneys direction filed August 30, 1841; writ August 31; service endorsement September 17; wrapper marked judgment October term 1841. Originals visually examined for this edition.

[3] Illinois act incorporating Warsaw Marine and Fire Insurance Company, February 28, 1839; commissioners and conditions documented in Warsaw Circle Research Dossier, source 10.

Open source 3

[4] Warsaw Signal, December 29, 1841, p. 3, Chittenden forwarding and commission advertisement. Earlier printing: Western World, March 10, 1841, p. 3.

Open source 4

[5] Map of Hancock County, Illinois (1859), Holmes and Arnold; Charles Shober lithography. UWM Libraries, American Geographical Society Library digital collection, item 21031. Full map added in this edition.

Open source 5

[6] Joseph Smith Papers, Orville Hickman Browning biography, including 1841 defense and debt representation with Bushnell.

Open source 6

[7] National Archives, Hon. Orville H. Browning, Ill., NAID 527773, local identifier 111-B-3601; Brady photograph, circa 1860–1865. Public-domain image supplied through Wikimedia Commons; added in this edition.

Open source 7

[8] Joseph Smith to Orville Browning, June 27, 1844, final letter and historical introduction, Joseph Smith Papers. Delivery uncertain; no reply known.

Open source 8

[9] Warsaw Signal, October 22, 1845, pp. 1–2, Carthage convention delegates and committee. The Chittenden delegate is printed as J. B.; John Baldwin is a probable identification.

Open source 9

[10] Abram I. Chittenden invoice to Joseph Smith, circa November 2, 1841, Church History Library, Joseph Smith Papers document 6410. Image and transcription retained in Chittenden Family and Hancock County Connections, pp. 3–4.

Open source 10

[11] Western World, July 29, 1840, p. 3, treasurer resignation; April 21, 1841, p. 3, board presidency. Talcott, Chittenden Family (1882), pp. 86, 146, for family background.

Open source 11

[12] Warsaw Circle Research Dossier, Warren biography and sources 1–9; Joseph Smith Papers, Calvin Averill Warren biography and late-June 1842 letter. The dossier distinguishes claims of friendship from the contemporary allegation of electoral motives.

Open source 12

[13] Calvin A. Warren to Joseph Smith, July 13, 1842, p. 2, Church History Library; Joseph Smith Papers. Original letter image newly retrieved and examined for this edition.

Open source 13

[14] Mark Aldrich Expanded Research Sketch, latest research version; Joseph Smith Papers biography and Agreement with Mark Aldrich and Others, August 16, 1841. September 1843 committee report discussed with its source limits in the sketch.

Open source 14

[15] Letter from Aldrich & Chittenden, July 28, 1842, Joseph Smith Papers, especially historical introduction on uncertain identity and partnership.

Open source 15

[16] Warsaw Message, November 1, 1843, p. 3, Wilkinson estate sale; March 25, 1843, p. 2, Joel Catlin assignee sale. Paired excerpts retained in Chittenden report, p. 34.

Open source 16

[17] Jacob Cunningham Davis Expanded Biography, October 23, 2026, with official congressional career summary, family sources, and qualifications.

Open source 17

[18] James Adams to Joseph Smith, March 14, 1843, Joseph Smith Papers, legislative praise and identification.

Open source 18

[19] Josiah Lamborn to Brigham Young, January 28, 1845, Church History Library, CR 1234 1, box 20, folder 14; images and selected readings in Davis Warsaw Original Letters Supplement.

Open source 19

[20] Talcott, Chittenden Family (1882), family entries; History of Clermont County (1880), Tate Township, Thomas Morris family. Source comparison in Chittenden report and Warsaw Circle Research Update.

Open source 20

[21] Helen M. Chittenden obituary, Warsaw Bulletin, May 26, 1893, p. 5; Joseph Smith Papers attribution in the July 28, 1842 Aldrich & Chittenden letter; state marriage-index discrepancy retained in the family report.

Open source 21

[22] John C. Reynolds, History of the M. W. Grand Lodge of Illinois (1869), pp. 254, 315, 350–352, 478–479. Retrospective institutional history reproducing lodge records, Montague letter, and condolence letter.

Open source 22

[23] William Daniels affidavit, July 4, 1844, William W. Phelps copy, especially pp. 1–2. Other copies are transmissions of the same account.

Open source 23

[24] Memorandum of Testimony, circa October 27, 1844, p. 4; Trial of the Persons Indicted (1845), p. 24; history volume F-1, p. 237, and preceding-page note dating the Backenstos original circa March 1846. Collation and illustrations in Chittenden report, pp. 18–21, 29.

Open source 24

[25] Joseph Smith Papers, Introduction to State of Illinois v. Williams et al. and State of Illinois v. Elliott–C, with linked indictment and verdict.

Open source 25

[26] Closing Argument of Calvin A. Warren, May 28, 1845, account in Onias Skinner’s handwriting, Joseph Smith Papers.

Open source 26

[27] Warsaw Signal, January 8, 1845, p. 1, report of January 1 meeting chaired by A. I. Chittenden.

Open source 27

[28] Warsaw Signal, October 13, 1846, pp. 1 and 6; temporary command report and Singleton’s September 8 letter.

Open source 28

[29] Talcott family genealogy; Hancock Circuit Court Record D, p. 270; Warsaw Bulletin, November 25, 1892, p. 5, Samuel and Henry as brothers; Adams County history (1879), Samuel biography. Evidence assembled in Chittenden report, pp. 5–10, 31.

Open source 29

[30] Warsaw Bulletin, February 13, 1891, p. 3, Emily obituary; Warsaw Signal, August 27, 1851, p. 4, Charles R. Davis chancery notice.

Open source 30

[31] Warsaw Signal, May 28, 1845, p. 3, Chittenden–Bates wedding notice.

Open source 31

[32] Warsaw Bulletin, August 22, 1890, p. 3, William Ward obituary signed J. G. R. Its arrival chronology differs from Gregg; the 1841 business advertisements independently establish an earlier Warsaw business presence.

Open source 32

Companion research

The fuller biographical and evidentiary foundation is retained in Chittenden Family and Hancock County Connections, version 5, 36 pages; Warsaw Circle Research Dossier; Warsaw Circle Research Update and Chronology; Mark Aldrich Expanded Research Sketch; Jacob Cunningham Davis Expanded Biography; and Davis Warsaw Original Letters Supplement. This reading edition reorganizes that material around the mortgage case and its people, rather than reproducing every research installment.