
The Will of Caroline Tönebön-Konz

A ten year Probate battle

Introduction:

Caroline Louise "Carolina" Loges

1815–1896

BIRTH 17 MAR 1815 • Hamburg, Germany

DEATH 31 JUL 1896 • St Louis, Missouri

married: about 1836 - Tundern, Hameln-Pyrmont, Lower Saxony, Germany

1) Christian Wilhelm Leopold Tönebön

1809–1860

BIRTH 20 MAY 1809 • Tundern, Hameln-Pyrmont, Lower Saxony, Germany

DEATH ABT. 2 MAY 1860 • St Louis, Missouri

married: July 1861 - St. Louis, MO

2) Johann Adam Konz

1827–1915

BIRTH 2 FEB 1827 • Darmstadt, Darmstadt, Hesse, Germany

DEATH 25 SEP 1915 • St Louis, Missouri

About 1854, according to family legend, Christian and Caroline Tönebön (the author's 2nd grandparents) and 6 children immigrated from Tundern, Germany to the US. They traveled from New Orleans to Minnesota to join a wagon train. The wagon train, on its way to Iowa, was ambushed and members of the family were killed. The remaining family settled in Buchanan County, Iowa. In Oct 1854, the Töneböns moved from Independence, Buchanan County, Iowa to St Louis - leaving daughters: Amelia and her new husband, Daniel Maytag (of Maytag appliance fame) and Hannah and her new husband, Edward Gerelt in Iowa. Later, Hannah and Edward moved to St Louis as well.

The Töneböns (name later changed to Toeneboehn) bought a large parcel of land in St. Louis, at the intersection of Tennessee and Miami Streets, near present day Gravois Park. There, they started a urban farm business which thrived between about 1870 to 1900. Along the way they built a home at 3428 Miami Street. Christian Tönebön died in May 1860. Following the death of Christian, Caroline married Adam Konz in July 1861. The family continued to be urban gardeners on the family property until Caroline's death in July 1896.



Series 189

City of St. Louis
Health Department

No. 6168.

BURIAL CERTIFICATE.

This Certificate must be fully and accurately filled out in ink as provided by Section 392 Revised Ordinance, 1893.

Name of Deceased Caroline Koss

Age 81 Years 4 Months 14 Days.

Sex Female Race White Single Married Occupation Widowed Housew. (Cross out the words not required.)

Place of Birth Germany Time of Residence in St. Louis 45 yrs.

Place of Death, No. 3428 Miami St.

Exact Locality of Death City Block 11 North by St. East by St.

Ward No. 11 No. 11 West by St. South by St.

Date of Death July 31 1896

Cause of Death Senile Debility

(In filling out the above line Physicians are earnestly requested to confer strictly to the Regulations printed on the back hereof.)

I CERTIFY that I attended the person above named in her last illness, who died of the disease stated, on the date above named. Waldemar Udey M.D.

Address 3511 Harris Ave.

Place of Burial Concordia

Paul Burt Undertaker.

OFFICE HEALTH DEPARTMENT
St. Louis, Mo., Aug 1, 1896

I CERTIFY that I have examined this Certificate and find it to accord with the requirements of the City Charter and Ordinances.

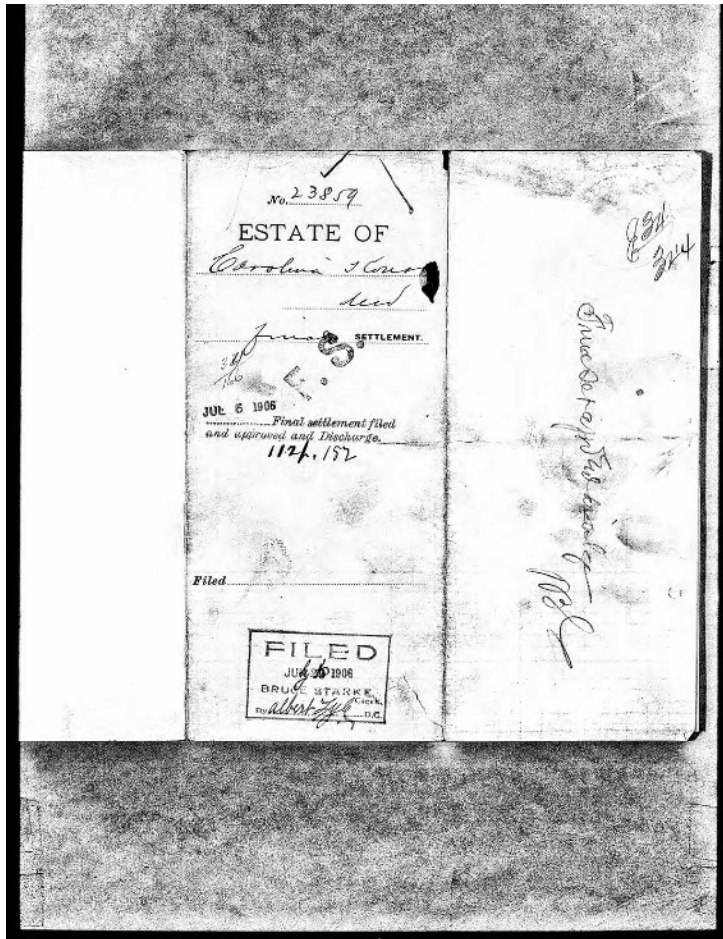
Health Commissioner.

Clerk Health Commissioner and Board of Health.

Sections receiving Burial Certificates without the signature of the Commissioner or his Clerk will subject themselves to a fine, as provided by Revised Ordinance, 1893.

Caroline's Will and Probate:

The Tönebön real estate portfolio, situated near the downtown of St. Louis, gained significantly in value as the years advanced. And, Caroline had issued numerous loans to family and business acquaintances. Thus, upon her death, there was considerable interest in making sure her properties and owed debts were properly managed. As it became apparent that she was dying there was a push to get a Last Will and Testament signed and executed prior to her imminent death. Caroline's son, Charles, was assigned to be the Executer of the Will.



Probate on her Will lasted ten years with numerous challenges and court cases. The case book is 120+ pages in length. Final settlement, determined by the Missouri Supreme Court was on July 6, 1906.

The Will and Probate of Caroline Toeneboehn-Konz is noteworthy and has a few oddities:

1) The Will was testified and signed (by a proxy 'X' for Caroline) on July 26, 1896. Son, Charles Toeneboehn was assigned estate executor, with no bond requirement. The Will was detailed with various triggering conditions.

2) Caroline died four days later, July 31, 1896, due to 'Senile Debility'.

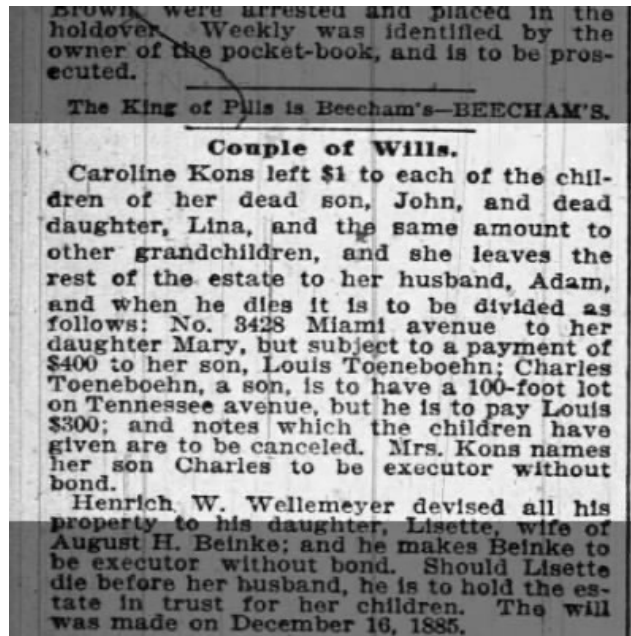
3) Probate for the Will was begun

on her date of death.

4) Did Caroline KNOW what she was signing? After all, **she was senile**. Did certain family members gain advantage by these, seemingly preemptive, actions?

5) Caroline's Will was contested in several Missouri courts (up to the MO Supreme Court) for about ten years following her death (Final Settlement, July 1906).

6) Reading the Probate court record, it's clear that there were many promissory notes (loans) involving family members, all secured with real estate. Getting clear of these loans could have been a factor in contesting the Will. Family, perhaps, were OK repaying Caroline, but not Adam Konz (her legal husband at the time of her death).



PUBLISHED WILL ANNOUNCEMENT, NOV 1896

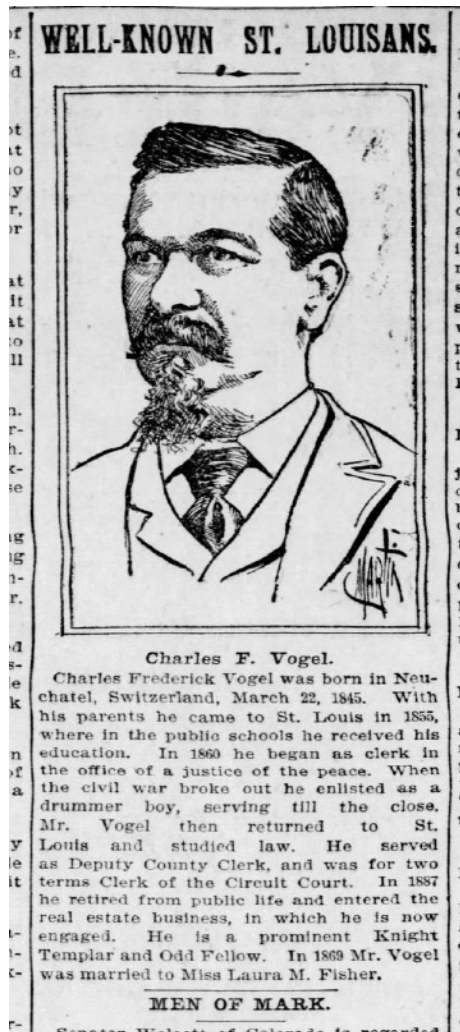
Promissory Notes:

1. 1895 - Edward Fisher @ \$1000 + \$540 interest, payable over ten years
2. 1895 - Frank Toeneboehn Sr @ \$1666 + \$900 interest, payable over ten years
3. John Gysbers @ \$450 + 6% interest per annum, payable over 4 1/2 years
4. Charles Toeneboehn @ \$1000 = \$540 interest, payable over ten years
5. George and Mary Toeneboehn (nee Wolti) @ \$3,000 + \$1620 interest, payable over ten years
6. Emil Kern @ \$450 + 6% interest per annum, payable over 4 1/2 years

All told, the sum of these notes was \$6803 in 1896 dollars; **\$221,556 in 2020 dollars.**

Based on my analysis, I speculate that Caroline Toeneboehn-Konz was somewhat wealthy. What was the origin of this wealth? Did Christian and Caroline immigrate (Iowa and then St. Louis) with family wealth? Knowing her husband, Adam Konz, was 12 years younger than Caroline, did that make a difference in how her children viewed Adam? Was he thought to be a gold digger? He seems to have been an upright citizen, good husband and step father. Eventually, after ten years of court challenges, Adam prevailed with regards to Caroline's Will.

Caroline did NOT actually sign her Will. Instead, her "Mark" was added, sealed, and witnessed by **Charles Vogel**, Emil Gysbers, and Emil Kern (Gysbers and Kern were both listed as having outstanding loans with Caroline). Charles Vogel was a prominent real estate agent in St. Louis. He likely had a great deal of interest in the land that was meticulously listed in Caroline's Will.



Also, it's interesting to note that several children were specifically listed and bequeathed the sum of one dollar:

- Children of deceased son Christian Toeneboehn
- Step daughters, Hannah Hatzenbach (Matzenbaugh) and Minnie Toeneboehn (??)
- Children of deceased daughter, Caroline (Lina) Toeneboehn-Wiesehan
- Son, Frank Toeneboehn Sr

Apparently, this, now antiquated, procedure, was done to disinherit relatives.

Following the 1906 Estate Settlement, Charles Toeneboehn, together with Charles Vogel, continued to buy and sell property. It's not known if these properties were directly related to the Will of Caroline Toeneboehn-Konz.

Adam Konz died Sep 25, 1915 at the age of 88. He spent his last years living with his step daughter and her husband, George Wotli and Mary Toeneboehn-Wotli at 3412 Miami St. in St. Louis.

KONZ—Entered into rest on Saturday, Sept. 25, 1915, at 4:45 a. m., at the home of George Wotli, 3412 Miami street, Adam Konz, at the age of 88 years 7 months and 23 days. Funeral Monday, Sept. 27, at 2:30 p. m., from Ziegenhein Bros' chapel, 2623 Cherokee street, to Concordia Cemetery. Motor. Please omit flowers. (c)

Real Estate Transactions, 1895 to 1908

Toeneboehn, Wotli, Konz

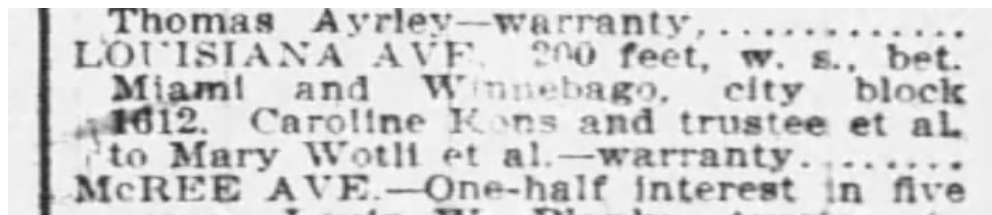
What is a Quitclaim Deed?

Used when a real estate property transfers ownership without being sold. No money is involved in the transaction, no title search is done to verify ownership, and no title insurance is issued. A quitclaim deed real estate transaction sometimes occurs between family members.

What Is a Warranty Deed?

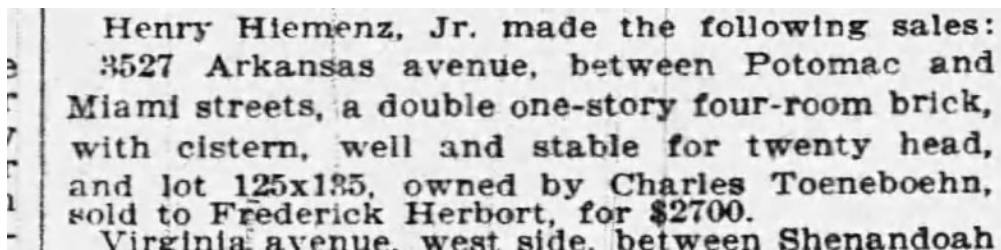
A warranty deed is a legal real estate document that protects the buyer and ensures that the seller holds a clear title to the property, has no outstanding liens or mortgages, and there will be no future claim to the title of the property.

The two parties involved in a warranty deed are the seller, known as the grantor, and the buyer, or the grantee, and either party can be an individual or a business.



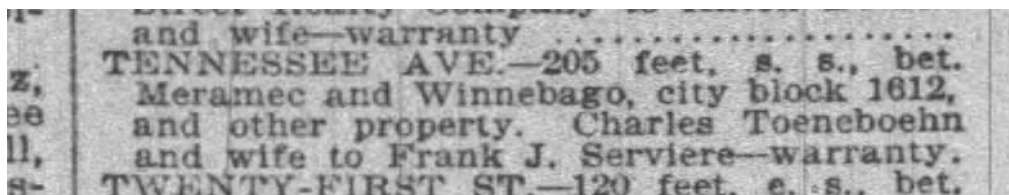
Thomas Ayrley—warranty,
LOUISIANA AVE. 200 feet, w. s., bet.
Miami and Winnebago, city block
1612. Caroline Koss and trustee et al.
to Mary Wotli et al.—warranty,
McREE AVE.—One-half interest in five

1895



Henry Hiemenz, Jr. made the following sales:
3527 Arkansas avenue, between Potomac and
Miami streets, a double one-story four-room brick,
with cistern, well and stable for twenty head,
and lot 125x135, owned by Charles Toeneboehn,
sold to Frederick Herbort, for \$2700.
Virginia avenue, west side, between Shenandoah

1897



and wife—warranty
TENNESSEE AVE.—205 feet, s. s., bet.
Meramec and Winnebago, city block 1612,
and other property. Charles Toeneboehn
and wife to Frank J. Serviere—warranty.
TWENTY-FIRST ST.—120 feet, e. s., bet.

1898

FRANK MOSER—quitclaim
LOUISIANA AVE.—100 feet, w. s., bet.
 Miami and Winnebago, city block 1612.
 Mary Wotli and husband to Chas.
 Toeneboehn and wife—quitclaim deed...
LUCAS AVE.—40 feet, n. s., bet. Sixth
 and Seventh, city block 124. Meyer-
 Bannerman real estate company to
 Emporium realty company.....25
MIAMI ST.—50 feet, s. s., s. e. cor. Ten-
 nessee, city block 1612. Adam Konz to
 Mary Wotli and husband—quitclaim.....
MIAMI ST.—100 feet, s. s., bet. Louisi-
 ana and Tennessee, city block 1612.
 Adam Konz to Chas. Toeneboehn—quit-
 claim deed
MIAMI ST.—50 feet, s. s., s. e. cor. Ten-
 nessee, city block 1612. Louis Toene-
 boehn and wife to Geo. Wotli and wife—
 quitclaim
MIAMI ST.—100 feet, s. s., bet. Ten-
 nessee and Louisiana, city block 1612.
 Chas. Toeneboehn and wife to Geo.
 Wotli and wife—quitclaim
MIAMI ST.—100 feet, s. s., bet. Ten-
 nessee and Louisiana, city block 1612.
 Louis Toeneboehn and wife to Charles
 Toeneboehn—quitclaim
MAGNOLIA AVE.—25 feet, s. s., bet.
 Minnesota and Michigan, city block

1905

to Charles Mueller and wife.....
LOUISIANA—30 ft., ws., bet. Miami
 and Winnebago, Charles Toeneboehn
 and wife to August C. Zimmerer and
 wife
LUCAS—25 ft., ns., being 3309 Lucas,

1906

wife
 LOUISIANA—80 feet, w. s., bet. Miami
 and Winnebago, city block 1612. Charles
 Toeneboehn and wife to Christina Rem-
 bor—quitclaim
 LOUISIANA—80 feet, e. s., bet. Hia-
 watha and Itaska, city block 2766. Sieg-
 mund E. Freund, by testamentary trus-
 tee, et al., to Theodore L. Degenhardt..
 LOUISIANA—25 feet, e. s., bet. Hia-
 watha and Itaska, city block 2766.
 John Schmedtje and wife to Theodore
 L. Degenhardt
 LOUISIANA—50 feet, e. s., bet. Hia-
 watha and Itaska, city block 2766.
 Wade H. Brown and wife to Theodore
 L. Degenhardt
 LOUISIANA—100 feet, w. s., bet. Miami
 and Winnebago, city block 1612. Mary
 Vasel et al. to Charles Toeneboehn and
 wife—quitclaim
 MAIDEN LANE—25 feet, n. s., being

MAY 2 1908

William J. Prante and wife.....
 LOUISIANA—30 ft., ws., bet. Miami
 and Winnebago, Charles Toeneboehn
 and wife to Christina Rembor—quit-
 claim
 LOUISIANA—30 ft., es., bet. Hiawatha
 and Itaska, Siegmund E. Freund, by
 testamentary trustee, et al., to Theo-
 dore L. Degenhardt
 LOUISIANA—25 ft., es., bet. Hiawatha
 and Itaska, John Schmedtje and wife
 to Theodore L. Degenhardt
 LOUISIANA—50 ft., es., bet. Hiawatha
 and Itaska, Wade H. Brown and wife
 to Theodore L. Degenhardt.....
 LOUISIANA—100 ft., ws., bet. Miami
 and Winnebago, Mary Vasel et al. to
 Charles Toeneboehn and wife—quit-
 claim
 LUCKY—23 ft. 11 in., ss., being 4356

MAY 3 1908

wife to Emma Stroh
 LOUISIANA—55 ft. ws., bet. Miami
 and Winnebago. Mary Wotli and
 husband to Garl G. Fischer and
 wife
 LOUISIANA—60 ft. ws., bet. Hiawa-

MAY 17 1908

ately.

Also sold 90 feet on the west line of Grace avenue, one block west of Grand avenue, just south of Potomac street, in city block 1599, for S. E. Freund estate to Charles J. Toeneboehn, the well-known South St. Louis bullder, who is building three handsome five-room brick cottages, provided with all the latest and best of modern fittings and conveniences.

The market during December shows a marked improvement over last month and large increase in the number of inquiries and quality of offers. Several fairly good sales have been placed under contract and have been approved.

CHARLES F. VOGEL.

Chas. F. Vogel states that while the past week has not been quite as brisk as the earlier part of the month, he is not at all discouraged, and attributes this slight slackening up to the general dullness in business of all kinds, except the holiday trade, that obtains at this time of the year, although quite a number of offers and inquiries have been received for investments in the way of flats. There was also some inquiry for medium-sized factory buildings and suitable locations for small manufacturing purposes in the central part of the city. The undercurrent of feeling seems to be that after the holidays there will be a noticeable awakening of real estate investors and home buyers.

Closed sale of 3518-20 California avenue, between Potomac and Miami streets, a double two-story brick flat building containing four flats of three rooms and bath each; lot 40x102 feet. Property rents for \$768 a year, and was sold for Mary Bauer and Gregor Bauer, her husband, to Emma Kubesch, a widow, who bought for investment for \$6525.

In addition to the above several vacant lots were sold in different parts of the city, the details of which are withheld at present for certain reasons of the purchasers.

DEC 20 1908

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