

NOTICE OF SALE OF REAL
ESTATE ON DECREE

First Federal Savings and)
Loan Association of Angola)
Vs.)
Carl Gundrum and)
Edith Gundrum)

By virtue of a certified copy of a decree to me directed from the Clerk of the Noble Circuit Court in the cause whereby the First Federal Savings and Loan Association of Angola is Plaintiff, and Carl Gundrum and Edith Gundrum are Defendants, requiring me to make the sum of Three Thousand Five Hundred Seventy Dollars and Seventy-two Cents (\$3570.72), with interest and costs, I will offer for sale at public auction to the highest bidder on the 15th day of April, 1950, between the hours of 10:00 A.M. and 4:00 P.M. of said day, at the door of the Court House in the City of Albion, County of Noble, and State of Indiana, the fee simple of the following described real estate in said County and State, to-wit:

Lot numbered Ten (10) in Gappinger's Subdivision of Lot number Twenty-six (26) in Lash's Addition to Kendallville, Indiana.

Said sale to be made without relief from valuation or appraisement laws.

CHARLES F. HAASE,

Sheriff.

Dated this 13th day of March, 1950.
(Mar 15 22 29)

STATE OF INDIANA }

Noble County }

ss

Noble Circuit Court March 31 1950

Personally appeared Ruby Baad bookkeeper
of THE KENDALLVILLE DAILY NEWS-SUN; a daily newspaper of general circulation, published in the city of Kendallville, in the county aforesaid, who, being duly sworn, upon her oath says that the notice, of which the attached is a true copy, was duly published in said paper for 3 weeks successively, to-wit:

On the 15 day of March 1950 On the 29 day of March 1950

On the 22 day of March 1950 On the _____ day of _____ 19____

Signed Ruby Baad

Subscribed and sworn to this 31st day
of March 1950

Hazel Archer
My commission expires Aug 3 1953

[SEAL]

#15738

NOBLE CIRCUIT COURT

Term, 19

FILED
No.
APR - 1 1950

Corabelle Frymier

CLERK NOBLE CIRCUIT COURT

PROOF OF PUBLICATION

IN

The Kendallville Daily News-Sun

FEE

\$8.89

Postcards .75

9.64

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ESTATE ON DECREE

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Loan Association of Angola)
Vs.)
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Sheriff.

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NOTICE OF SALE OF REAL
ESTATE ON DECREE

Kendallville. Indiana.

March 15th 1950

News Sun window

~~XXXXXX West XXXX~~

Cr Fair st & E Wayne st.

Sargent st & Riley st.

East Door of Noble Court

house Albion Indiana.

the following described real estate in
State of Indiana, the fee simple of
City of Albion, County of Noble, and
the door of the Court House in the
A.M. and 4:00 P.M. of said day, at
1950, between the hours of 10:00
est bidder on the 15th day of April,
for sale at public auction to the high-
with interest and costs, I will offer
lars and Seventy-two Cents (\$3570.72),
Thousand Five Hundred Seventy Dol-
during me to make the sum of Three
Edith Gundrum are Defendants, re-
is Plaintiff, and Carl Gundrum and
ings and

Sheriff.

Dated this 15th day of March, 1950.

Mon - Wed - Fri
July - 19 28th

~~XXXXXXXXXXXXXXXXXXXX~~ I did then and there offer to the highest and best bidder for cash in hand the fee simple right of the defendant s in and to all of said real estate as above described and First Federal Savings and Loan Association of Angola

bid therefor Three Thousand Nine Hundred Thirty-three Dollars and 39/100-- and that being the highest and best bid then and there offered, the same was openly struck off and sold to First Federal Savings and Loan Association of Angola for that sum, there being present at and during all the time of said sale more than three competent bidders; and purchaser having paid over to me the amount so bid by ~~him~~^{it} as per receipt hereon, I executed to him my ~~certificate of purchase~~^{deed}, bearing even date herewith.

Paid over to First Federal Savings and Loan Association of Angola as per receipt hereon. \$ 3859.30
Paid to Clerk, ~~original costs~~ all costs to date 69.69
Paid to News-Sun Printers none
Paid to _____ Attorney's fees none
Retained, Sheriff's costs for Documentary Stamps 4.45
As per receipts—total \$ 3933.39

Charles F. Haase Sheriff.
Deputy.

Done April 15 1950

Received of First Federal Savings and Loan Association of the sum of Angola
\$ 3933.39 this 15th day of April 1950

Charles F. Haase Sheriff.

Charles F. Haase
Received of ~~Ben H. James~~ Sheriff, the sum of \$ 3859.30 this 15 day of April 1950

First Federal Savings and Loan Association of Angola
By H. Lyle Shank Attorney

Charles F. Haase
Received of ~~Ben H. James~~ Sheriff, the sum of \$ 9.64 as printer's fees this 15th day of April 1950

Printer

Charles F. Haase
Received of ~~Ben H. James~~ Sheriff, the sum of \$ 3.00 as court costs this 15th day of April 1950

Clerk

Received of Ben H. James, Sheriff, the sum of \$ _____ as attorney fees this _____ day of _____ 1950

Attorney

RETURN ON ORDER OF SALE

And on the 15th day of March, 19450, in pursuance to the command of this Order of Sale I advertised the Real Estate herein described for sale at the door of the Court House of Noble ~~Stark~~ County, Indiana, on the 15th day of April

1940, by publication in the News-Sun Kendallville a weekly newspaper of general circulation, printed and published in the City of Angola, in said county, and nearest where said real estate is situate, for more than three weeks successively, immediately before the day of sale, and by posting up a notice thereof at the door of the Court House of said county, and by posting up like notices thereof at three public places in the township where said real estate is situate, which was done more than twenty days immediately preceding the day of sale; a copy of said notice being hereto attached and made a part of this return.

And on the day set for the sale of said real estate, to-wit,

April 15, 19450, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the door of the Court House of said county, ~~XXXXXX offered to the highest and best bidder for cash in hand, the premises and profits for a period not exceeding seven years, by the year, of the following described real estate, to-wit:~~

State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No. 15738 First Federal Savings & Loan Association
of Angola

Promissory Note &
Foreclose Real Estate
Mortgage.

vs

Carl Gundrum, Edith Gundrum.

The State of Indiana, to the Sheriff of Noble County, Indiana;

Greeting:

Be it remembered, that on the 18th day of October, 1948,
the same being the 31st judicial day of the September Term, 1948,
of the Noble Circuit Court of Noble County, held in the Court
House in the town of Albion in said County and State, commencing
on the Second Monday of September, 1948, the Honorable Fred L.
Bodenhafer, Judge of said Court presiding, the following proceed-
ings were had and findings, judgments, decrees and orders of
sale made, rendered and entered by said court in the above and
foregoing cause, to-wit:

Sale April 14-50

No.- 15738 First Federal Savings & Loan Association of Angola)
vs) Promissory Note and foreclose
Carl Gundrum) Real Estate Mortgage.
Edith Gundrum) (w.e. furnished by counsel)

Be it Remembered, that upon the 18th day of October, 1948, the same being the 31st Judicial day of the September Term, 1948, of the Noble County Court before the Honorable Fred L. Bodenhafer, sole judge thereof, the following further proceedings were had in the above entitled cause, to-wit:

Comes now the plaintiff by H. Lyle Shank, Attorney, and shows to the court that on the 9th day of September, 1948, the clerk of this court issued to the Sheriff of Noble County, Indiana a summons for the defendants, Carl Gundrem and Edith Gundrum, returnable the 25th day of September 1948, and that by the return of the Sheriff and endorsed upon said summons the same was duly served upon the defendants, Carl Gundrum and Edith Gundrum, on the 9th day of September, said date of service of said summons being more than ten (10) Days before the 25th day of September, 1948, the date endorsed on plaintiff's complaint as the return day of said summons so issued; which said summons and the return of the Sheriff endorsed thereon is in the words and figures following, to-wit: (h.i.); that the said defendants, Carl Gundrum and Edith Gundrum, being three (3) times audibly called in open court come not, but herein wholly make default;

Comes now H. Lyle Shank, attorney for the plaintiff herein, and presents and files with the court his affidavit that the said Carl Gundrum and Edith Gundrum are not in the military or naval service of the United States of America, which affidavit is in the words and figures following, to-wit:

First Federal Savings and
Loan Association of Angola

Affidavit of Non-Military Service.

vs

Carl Gundrum and Edith Gundrum

H. Lyle Shank, first being duly sworn upon his oath, says: that he is attorney for the First Federal Savings And Loan Associaion of Angola, plaintiff in the above entitled cause of action, and makes this affidavit for and in behalf of said plaintiff, and from his own knowledge knows that the defendant, Carl Gundrum and Edith Gundrum, are not at this time in the services of the United States of America, either in the Army, Marines, Navy, Air Corps, or any other branch of the said military service.

H. Lyle Shank
Affiant

Subscribed and sworn to before me this 13th day of October, 1948.
My comm. expires
Dec. 31, 1950.

Conn H.L. Smith
Conn H.L. Smith, Justice of the Peace

This cause now being at issue, the same is now submitted to the court for trial without the intervention of jury and the court having heard the evidence and being duly advised in the premises now finds for the plaintiff upon its complaint herein and that the same is true and proven, that there is due the plaintiff from the defendant, Carl Gundrum and Edith Gundrum, upon the promissory note and mortgage sued upon in plaintiff's complaint, the sum of \$3495.72 and the further sum of \$75.00, as a fee for plaintiff's attorney for services rendered herein, and that plaintiff is entitled to recover said sums of and from the defendants, Carl Gundrum and Edith Gundrum, all of said sums to bear interest

at the rate of six (6%) per cent per annum from the date of this decree, all without relief from valuation or appraisement laws, and in accordance with Acts 1931, p. 257, as to sales on foreclosure.

The court further finds that the complaint of the plaintiff in the above entitled cause of action was filed in the office of the Clerk of the Noble Circuit Court, and said cause of action was commenced upon the 9th day of September, 1948.

The court further finds that to secure the payment of said sum of money aforesaid the defendants, Carl Gundrum and Edith Gundrum, upon the 15th day of March, 1947, did execute and deliver to the plaintiff their mortgage upon the following described real estate in the county of Noble and State of Indiana, to-wit:

Lot numbered ten (10) in Gappinger's Subdivision of Lot number twenty-six (26) in Lash's Addition to Kendallville, Indiana.

The court further finds that the plaintiff herein has a valid and existing mortgage lien upon the real estate described in said complaint, and that said mortgage lien is a superior, prior and paramount lien to all other claims or liens asserted against said real estate or any part thereof.

The court further finds that said plaintiff is entitled to have its said mortgage foreclosed as against all defendants herein.

It is therefore considered, adjudged and decreed by the court that the plaintiff have and recover of and from the defendants, Carl Gundrum and Edith Gundrum, the sum of \$3495.72 and the further sum of \$75.00 for the fees of its attorney herein, each of said sums to bear interest at the rate of six (6) percent per annum from the date of this decree, all without relief from valuation or appraisement laws of the State of Indiana.

It is further considered, adjudged and decreed by the court that the plaintiff recover its costs herein laid out and expended and taxed in the sum of \$_____.

It is further considered, adjudged and decreed by the court that the mortgage lien of the plaintiff is a prior, superior and paramount lien on the real estate described in plaintiff's complaint and hereafter described in this decree to any right, claim, interest, easement or lien or the defendants, Carl Gundrum, and Edith Gundrum, and Edith Gundrum.

It is further considered, adjudged and decreed by the court that the equity of the redemption of the defendants, Carl Gundrum and Edith Gundrum and all persons claiming from, under or through them or either of them in and to the following real estate in the County of Noble, and State of Indiana, to-wit:

Lot numbered ten (10) in Gappinger's Subdivision of Lot number Twenty-six (26) in Lash's Addition to Kendallville, Indiana, be and the same is forever barred and foreclosed and that said real estate and all the right, title-interest or claim of the defendants, Carl Gundrum and Edith Gundrum, and each of them, and of all persons claiming from, under or through them in and to the same, or so much thereof as may be necessary for that purpose, shall be sold by the Sheriff of Noble County, Indiana, pursuant to the provisions of Chapter 90 Acts of the Indiana General Assembly for the year, 1931, being sections 3-1801 to 3-1809, inclusive, Burns Indiana Statutes 1933, said sale to be made without any relief from valuation or appraisement laws of the State of

Indiana, and the proceeds arising from said sale to be applied by the sheriff in manner and from as herein after decreed.

It is further considered, adjudged and decreed by the court that the right, title and interest of the defendants, Carl Gundrum and Edith Gundrum, and of all persons claiming from, under or through them, or so much thereof as may be necessary for that purpose, of the real estate described in plaintiff's complaint, shall be sold by the Sheriff of Noble County, Indiana, as other real estate is sold upon execution issued from judgment. And that all the rights, title, and interest of the defendants, Carl Gundrum, and Edith Gundrum, in and to the real estate described in plaintiff's complaint, and of all persons claiming from, under and through them or so much thereof as may be necessary for that purpose shall be sold by the Sheriff of Noble County, Indiana as other real estate is sold upon the execution issued upon judgments at law, all without relief from valuation or appraisement laws, and in accordance with Acts 1931, p. 257, as to sales on foreclosure.

It is further adjudged and decreed by the court that upon the sale of said real estate pursuant to this decree the proceeds arising therefrom shall be applied by the sheriff in manner and form as follows: to-wit:

1. To the payment of all costs and accruing costs in this cause of action, including the costs of said sale.

2. To the payment of the judgment in favor of the plaintiff and against the defendants, Carl Gundrum and Edith Gundrum, in the total amount of \$3570.72, together with interest at the rate of six (6) per cent per annum as heretofore found and decreed by the court.

3. The overplus, if any, remaining after payment of the foregoing judgment, interests and costs, to be paid by the Sheriff to the Clerk of this county for the use and benefit of this party or parties lawfully entitled to receive the same; and in the event said real estate described in said decree shall fail to sell for a sum sufficient to pay and satisfy said judgments, interest and costs, the residue thereof remaining unpaid shall be levied upon the goods and chattels, lands and tenements of said respective judgment defendants, subject to execution, and sale thereof shall be made without relief from valuation or appraisement laws of the State of Indiana.

State of Indiana,

Noble County, SS:

I, Dorabelle Frymier, Clerk of the Noble Circuit Court of Noble County, in the State of Indiana, do hereby certify that the attached and foregoing is a full, true and complete copy of the proceedings had and of the finding, judgments, decrees and orders of sale made, rendered and entered in and by said court in said cause on said 18th day of October, 1948, as the same appears of record in my office in the Court House at the town of Albion, in said County and State.

In Witness Whereof, I hereunto subscribe my name and hereto affix the seal of said court at my said office this 13th day of March, 1950.

Dorabelle Frymier
Dorabelle Frymier
Clerk Noble Circuit Court.

You are therefore commanded, after giving the notice required by law, to sell the said real estate in the foregoing judgment and decree described as therein directed and as provided by law, without relief from valuation and appraisement laws, and apply the proceeds arising therefrom as therein ordered, and return this writ with your proceedings indorsed thereon, within one hundred and eighty days from this date.

In Witness Whereof, I hereunto subscribe my name and heretoo affix the seal of said court at my office in the Court House at the town of Albion, in said County and State, this 13th day of March, 1950.

Dorabelle Frymier
Dorabelle Frymier
Clerk Noble Circuit Court

In the Noble Circuit Court, March Term, 1950.

No. 15738 First Federal Savings & Loan
Association of Angola

vs

Foreclose Mortgage.

Carl Gundrum, Edith Gundrum

Statement of Costs

Clerk's Costs.....\$3.00

State of Indiana, Noble County, ss:

I, Dorabelle Frymier, Clerk of the Noble Circuit Court of Noble County, in the State of Indiana, do hereby certify that the above and foregoing is a full, true and complete statement and list of all the accrued costs in the above entitled cause as the same appears of record in my office.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court this 13th day March, 1950.

Dorabelle Frymier
Dorabelle Frymier

Clerk Noble Circuit Court.



Ex. No. 3384
No. 15738

First Federal Savings & Loan
Association of Angola
vs
Carl Gundrum, Edith Gundrum.

Judge favor pltf. \$3570.72

Interest to issue 288.58

Costs to issue 3.00
Total 3862.30

O.B. 78 P. 253 J.D. 18 P. 103
Ex. 12 P. 240 Ed. 37 P. 183

57 00
3919 44
3928 49
4 40
3933 39

H. Lyle Shank, attorney

April 15 - 1958
Donald Dwyer