

State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana
No. 14180 Home Owner's Loan Corp.

vs

John Fritz and Mary L. Fritz, et al

The State of Indiana, to the Sheriff of Noble County, Indiana, Greeting:

Be it remembered, that on the 23rd day of March, 1942, the same being the 19th Judicial day of the March, 1942, term of the Noble Circuit Court of Indiana, held in the Court House in the Town of Albion in said County and State, commencing on the first Monday of March, 1942, the Honorable Fred L. Bodenhafer, Judge of said Court presiding, the following proceedings 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:

This Judgment Sept. 24, 1942
Tax by reason of:
Having Acted
Being Specifically Exempted under Sec. 1 (b)

Orta R. Black
Clerk of Noble Circuit Court

In The Noble Circuit Court
Cause No.14180.

Judgment and Decree of
foreclosure.

VS:

John Fritz and Mary L.Fritz,husband
and wife,The Department of Financial
Institutions,of the State of Indiana,as
liquidator of,and in charge of the liquidation
of,Noble County Bank and Trust Company,of
Kendallville,Indiana,defendants.

Comes now the plaintiff, Home Owners' Loan Corporation, and it appearing to the satisfaction of the court by the sheriff's return of the summons, which summons and return of the sheriff endorsed thereon are in the words and figures following, to-wit: (H.I.) that the defendants, John Fritz and Mary L. Fritz, husband and wife, The Department of Financial Institutions of the State of Indiana, as liquidator of, and in charge of the liquidation of Noble County Bank and Trust Company of Kendallville, Indiana, have each been duly served with process more than ten days before the 6th day of October, 1941, being the return date endorsed on plaintiff's complaint, and comes now the defendant, The Department of Financial Institutions, of the State of Indiana, as liquidator of and, in charge of the liquidation of Noble County Bank and Trust Company, of Kendallville, Indiana, and enters appearance herein and files an answer and cross-complaint which said answer and cross-complaint are in the words and figures following, to-wit; (H.I.) to which cross complaint the plaintiff files answer in one paragraph in the words and figures following, to-wit: (H.I.), and the defendants John Fritz and Mary L. Fritz failing to appear and being now three times loudly called in open court, come not but herein wholly make default.

Now comes the plaintiff and files herein the affidavit of
 Claud V. Barker that the defendants John Fritz and Mary L. Fritz, husband
 and wife, are not engaged in military service.

This cause is now submitted to the court for trial without the intervention of a jury upon the default of the defendants John Fritz and Mary L. Fritz, and the issues joined by the plaintiff's complaint and the answer filed by the defendant, The Department of Financial

institutions, and on the cross complaint of the defendant, The Department of Financial Institutions, and the answer of the plaintiff thereto.

And the evidence being heard and the court being duly advised in the premises finds for the plaintiff and that all of the allegations of its complaint are true and fully proven;

That neither of said defendants, John Fritz and Mary L. Fritz is engaged in military service;

That on the 8th day of January, 1935, the defendants, John Fritz and Mary L. Fritz, husband and wife, by their promissory note promised to pay the plaintiff the sum of one thousand dollars (\$1,000.00) said note bearing interest at the rate of five per cent per annum; that said note provided that if default was made thereon for a period of ninety days the entire balance of principal and interest was, at the election of the plaintiff, to become due and payable; that said note provided for reasonable attorney's fees and is payable without relief from valuation or appraisement laws ;

That simultaneously with the execution of said note said defendants, John Fritz and Mary L. Fritz, husband and wife, were the owners of record of the fee simple title to the following described real estate located in the City of Kendallville, County of Noble, State of Indiana, to-wit: Lots seven (7) and ten (10) in block four (4) in Minot's addition to the Town, now City, of Kendallville, excepting therefrom forty-eight (48) feet off of the south side of lot ten (10) and excepting thirty-four (34) feet off of the north side of lot seven (7);

That contemporaneously with the execution and delivery of said note, and to secure the payment thereof, said defendants, John Fritz and Mary L. Fritz, husband and wife, executed to the plaintiff their mortgage on the real estate hereinbefore described, said mortgage being duly recorded on the 13th day of June, 1935, in mortgage record 90, pages 625, 626, 627 and 628, in the office of the recorder of Noble County, Indiana;

That plaintiff's said mortgage is a first lien on the real estate hereinbefore described, except as to taxes and assessments;

That subsequent to the execution of the said note and mortgage by the said defendants, John Fritz and Mary L. Fritz, husband and wife,

of Noble County Bank and Trust Company their certain promissory notes dated June 12th, 1935, in the aggregate principal sum of One Hundred dollars, with interest at the rate of 6% per annum from date until paid and with attorney's fees, together with their certain mortgage on the real estate hereinbefore described to secure the payment of said notes all as set out in the plaintiff's complaint herein and in the cross complaint of the defendant, The Department of Financial Institutions, of the State of Indiana, as liquidator of, and in charge of the liquidation of Noble County Bank and Trust Company, of Kendallville, Indiana; that thereafter on the 16th day of June, 1935, said mortgage was recorded in the office of the recorder of Noble County, Indiana, in mortgage record 91, pages 97 and 98, and that there is due from said defendants, John Fritz and Mary L. Fritz, on said note and mortgage, including principal, interest and a reasonable attorney's fee of \$15.00., the sum of \$155.66, without relief from valuation and appraisement laws, and that said mortgage is a lien on the real estate hereinbefore described which lien is subsequent and inferior to the lien of the plaintiff's mortgage hereinbefore described;

That after the execution of said note and mortgage to the said Vermont Finley, as receiver of the Noble County Bank and Trust Company, of Kendallville, ~~Kendallville~~ Indiana, the said Vermont Finley on the 8th day of July, 1935, resigned, and that thereafter The Department of Financial Institutions, of the State of Indiana, was appointed by the Noble Circuit Court to take charge of and liquidate all of the assets of said Noble County Bank and Trust Company, and of said receivership, including the said note and mortgage last above referred to, and that said note and mortgage is now in the possession of, owned by, and due to the said defendant, The Department of Financial Institutions, of the State of Indiana, as liquidator of, and in charge of the liquidation of Noble County Bank and Trust Company, of Kendallville, Indiana, and that the said defendant is entitled to a judgment for said total amount of \$155.66, against the defendants, John Fritz and Mary L. Fritz, plus their costs in this action, and to a decree of foreclosure of said mortgage as against said defendants, John Fritz and Mary L. Fritz.

That defendants and each of them have defaulted and failed

to make the payments provided for in said note, due the plaintiff herein, for a period of ninety days and that plaintiff has heretofore exercised it's option to declare the entire balance of principal and interest, due on it's note hereinbefore described, due and payable, and that there is now due and unpaid on said note the sum of (\$927.04.) Nine Hundred twenty-seven and 4/100 dollars, in principal and interest, as of this date;

That reasonable attorney's fees for plaintiff's attorney are fifty dollars (\$50.00.);

That pursuant to the provisions of said mortgage, the plaintiff has advanced \$9.36. in payment of taxes, \$7.10. for insurance and miscellaneous expenses, and \$6.80. for an extension of the abstract of title; that under the terms of the plaintiff's said note and mortgage plaintiff is entitled to recover the above sums of money advanced for insurance, extension of the abstract of title, taxes and miscellaneous expenses;

That there is now due the plaintiff herein from the defendants John Fritz and Mary L. Fritz, the total sum of One Thousand One and 78/100 Dollars (\$1,001.78); and that said sum is secured by the mortgage herein and in plaintiff's complaint described, and is payable without relief from valuation and appraisement laws, and that the plaintiff is entitled to a judgment for said total amount of said indebtedness against the defendants, John Fritz and Mary L. Fritz, plus the costs of this action, and to a decree of foreclosure of it's said mortgage against all defendants herein, and to a sale of said real estate to satisfy said judgment;

That said real estate is not susceptible to division or partition and that no part thereof can be sold without loss to the remainder, and that it is necessary to sell all of said real estate to save and protect plaintiff's lien thereon.

IT IS, therefore, ordered, adjudged and decreed by the court that the plaintiff recover of and from said defendants, John Fritz and Mary L. Fritz, the sum of One Thousand one and 78/100 dollars, also it's costs and charges laid out and expended, and all accruing costs taxed

and appraisement laws,said judgment to bear interest at the rate of five per cent (5%) per annum from rendition thereof until paid.

It is further ordered,adjudged and decreed by the court that the mortgage sued upon by the plaintiff be foreclosed and that the equity of redemption of the defendants and each of them,and that all persons claiming from,under or through them,be forever barred and foreclosed,and that the said real estate being the same real estate as set out in plaintiff's complaint herein and described as follows,to-wit: Lots seven (7) and ten (10) in Block four (4) in Minot's addition to the Town,now City of Kendallville,excepting therefrom forty-eight (48) feet off of the south side of lot ten (10) and excepting thirty-four (34) feet off of the north side of lot seven (7),Noble County,Indiana,be sold in accordance with the laws of the state of Indiana,to satisfy the plaintiff's judgment and costs herein.

It is further ordered adjudged and decreed by the court that the defendant,The Department of Financial Institutions,of the State of Indiana,as liquidator of,and in charge of the liquidation of Noble County Bank and Trust Company,of Kendallville,Indiana,recover of and from the defendants John Fritz and Mary L.Fritz,husband and wife,the sum of \$155.66.on its cross complaint herein and all costs and accruing costs by it laid out and expended,without any relief from valuation and appraisement laws,said judgment to bear interest at the rate of 6% per annum from date of rendition thereof until paid.

It is further ordered,adjudged and decreed by the court that the mortgage sued upon by the defendant,The Department of Financial Institutions,of the State of Indiana,as liquidator of,and in charge of the liquidation of Noble County Bank and Trust Company of Kendallville, Indiana,in it's cross complaint,be foreclosed and that the equity of redemption of the defendants,John Fritz and Mary L.Fritz,husband and wife,and each of them,and that all persons claiming from,under or through them,be forever barred and foreclosed,and that the said real estate being the same real estate as set out in the plaintiff's complaint herein and in the ^{said} cross complaint and described as follows,to-wit: Lots seven (7) and ten (10) in Block four (4) in Minot's addition to

the Town, Now City of Kendallville, excepting therefrom forty-eight (48) feet off of the south side of lot ten (10), and excepting thirty-four (34) feet off of the north side of lot seven (7), Noble County, Indiana, be sold in accordance with the laws of the state of Indiana, to satisfy the said ~~judgment~~ judgment of the defendant, The Department of Financial Institutions, of the state of Indiana, as liquidator of, and in charge of the liquidation of Noble County Bank and Trust Company, of Kendallville, Indiana, together with costs thereon, all in the manner hereinafter directed.

It is further ordered, adjudged and decreed by the court that in the event any owner or part owner of said real estate, or other person legally entitled thereto, does not pay the clerk of the Noble Circuit Court, of Noble County, Indiana, the amount of said judgments, interest and costs rendered in this cause within one year from the date of the filing of the complaint herein, to-wit: the 19th day of September, 1941, or prior to the issuance by the clerk to the sheriff of said decree, the said clerk upon the filing of a praecipe therefor by the plaintiff, shall issue a copy of this judgment and decree, certified by the clerk under seal of the court, to the sheriff of Noble County, Indiana, who shall thereupon proceed to sell the mortgaged premises, heretofore described in this decree, at public auction at the door of the Court House of Noble County, Indiana, after advertising the same once each week for three (3) successive weeks ^{or weekly} in a daily/newspaper of general circulation, printed in the English language and published in Noble County, Indiana, the first of which publications shall be made at least thirty (30) days before the date of said sale, and by posting written or printed notices thereof in at least three public places in Wayne Township, in said county and state, and at the door of said Noble County court house, said sale to be made without relief from valuation and appraisement laws and without any right of redemption therefrom, and that immediately after such sale, the sheriff shall execute and deliver to the purchaser a deed of conveyance to the premises, which shall be valid and effectual to convey all the right title and interest of all ~~parties~~ parties to this action and all persons claiming through or under them, and he shall make due report to the clerk of the court, and the proceeds arising from such sale, the sheriff is

First: To the payment of all costs and accruing costs in this cause.

Second: To the payment of the plaintiff's judgment and interest in full.

Third: To the payment of the judgment of the defendant, The Department of Financial Institutions, of the State of Indiana, as liquidator of, and in charge of the liquidation of Noble County Bank and Trust Company, of Kendallville, Indiana.

The overplus, if any, remaining after payment of the foregoing judgments, interest and costs, to be paid by the sheriff of Noble County, to the clerk of this court for the use of the person or persons lawfully authorized to receive the same, and the sheriff is hereby ordered and directed in case of said real estate is sold to plaintiff and a deed is delivered to the plaintiff herein, immediately to place the plaintiff in possession of said real estate and oust and eject from said premises any other person in said real estate at the time of said sale, and if any part of said judgments, interest and costs remains unsatisfied after said sale, the sheriff shall forthwith proceed to levy the residue on the other property, real and personal, of the defendants, John Fritz and Mary L. Fritz, husband and wife, subject to execution and without relief from valuation and appraisement laws.

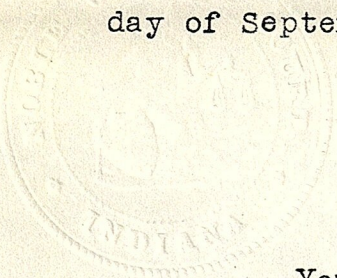
ALL OF WHICH is ordered, adjudged and decreed by the court.

State of Indiana,

Noble County, SS:

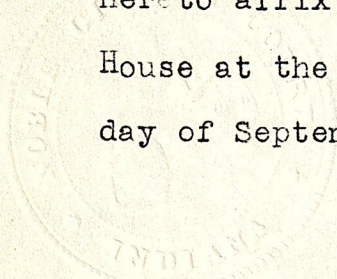
I, Porter R. Black, Clerk of the Noble Circuit Court of Noble County, Indiana, do hereby certify that the attached and foregoing is a full, true and complete copy of the proceedings had and of the findings, judgments, decrees and orders of sale made, rendered and entered in and by said court in said cause on said 23rd day of March, 1942, 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 24th day of September, 1942.


Porter R. Black
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 that then of any other property of said defendants, Mary L. Fritz and John Fritz, subject to execution, you levy, without relief from valuation and appraisement laws, any balance remaining unpaid of the judgments rendered against said defendants, together with interest and costs and have the same at my office to satisfy said judgment, interest and costs and return this writ with your proceedings endorsed thereon within one hundred and eighty days from this date.

In Witness whereof, I hereunto subscribe my name and hereto affix the seal of said court at my office in the Court House at the town of Albion, in said County and State, this 24th day of September, 1942.


Porter R. Black
Clerk Noble Circuit Court.

In the Noble Circuit Court,

September 24, 1942.

No. 14180

Home Owner's Loan Corp.

vs

John Fritz and Mary L. Fritz, et al

Statement of Costs

Clerk's Costs.....	\$10.00
Sheriff's fees.....	4.15
Docket fee.....	2.00

State of Indiana, Noble County, SS:

I, Porter R. Black, 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 hereunto subscribe my name and heretofore affix the seal of said court this 24th day of Sept. 1942.

Porter R. Black
Clerk Noble Circuit Court.

No. 14,180
Ex. No. 3251

Home Owner's Loan Corporation

vs

John Fritz and Mary L. Fritz, et al

Judg. vs. defts.....	\$1001.78
Int. to date.....	25.18
Costs to date.....	<u>16.15</u>
Total	\$1043.11

Ed. 34 P. 372 Ob. 75 P. 255-258

Ex. D. 12 P. 161 J. D. 17 P. 88

FILED
NOV 18 1942

Conrad P. Barker
CLERK, MOBILE CIRCUIT COURT

Claud V. Barker, Attorney

10-1-42

East door Court House

Room East Wing + Room #6

Room North Wing & East North S

Room East North & North West S

Waller 260

NOTICE OF SHERIFF'S SALE.

By virtue of a certified copy of a judgment, decree and order of sale, issued in the Noble Circuit Court of Noble County, State of Indiana, to me directed by the Clerk of said Court, in favor of Home Owners' Loan Corporation, and against John Fritz and Mary L. Fritz, husband and wife, and The Department of Financial Institutions, of the State of Indiana, as liquidator of, and in charge of the liquidation of, Noble County Bank and Trust Company, of Kendallville, Indiana, I will sell at public auction to the highest bidder on the 18th day of November, 1942, between the hours of 10 o'clock A.M. and 4 o'clock P.M. of said day, at the East door of the Court House in the Town of Albion, County of Noble, State of Indiana, the following described real estate, situated in said County and State, to-wit: Lots Seven (7) and Ten (10) in Block Four (4) in Minot's Addition to the Town, now City, of Kendallville, excepting herefrom forty-eight (48) feet off of the south side of lot Ten (10) and excepting thirty-four (34) feet off of the north side of lot Seven (7).

I will at that time offer for sale the fee simple of said real estate, together with the rents, issues, income and profits thereof to the highest bidder for cash to satisfy said order of sale. Said sale will be made without any relief from valuation and appraisal laws.

Dated this 30th day of September, 1942.
MARION G. GALLOWAY,
Sheriff of Noble County, Indiana.
At 3 10 17)

STATE OF INDIANA }
NOBLE COUNTY } ss

Noble Circuit Court Oct. 17 1942

Personally appeared Hellie D. Shaffer, 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 h 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 3 day of Oct. 1942 On the 17 day of Oct. 1942

On the 10 day of Oct. 1942 On the _____ day of _____ 19____

Signed Hellie D. Shaffer

Subscribed and sworn to this 17 day

of October 1942

[SEAL]

Lorraine Seibel nee Karlen
N.P.

My commission expires Aug. 28, 1944

NOBLE CIRCUIT COURT

Term, 19____

No. _____

PROOF OF PUBLICATION

—IN—

The Kendallville Daily News-Sun

FEE 8/10.06

RETURN ON ORDER OF SALE.

This writ came to hand on September 24th, 1942,

AND on the...3rd.....day of...October.....19.42, in pursuance

to the command of this...Order of sale..... I advertised the Real Estate herein described for sale

at the Court House Door of Noble County, Indiana, on the...18th.....day of ...November.....

19.42, by publication in the...Kendallville Daily News-Sun..... a weekly and daily newspaper of general

circulation printed and published in the....City..... of...Kendallville.....in said county,

the first of such publications being made over 30 days

and nearest to where said Real Estate is situate, for more than three weeks successively, /immediately before the day of sale,

and by posting up a printed notice thereof at the Court House Door of said County,

and by posting up like printed notices thereof at three public places of the Township, where the said Real Estate is situate, which was done more than twenty days immediately preceding the day of sale, a copy of said notice being thereunto attached and made a part of this return.

Fees and costs:

Clerk's costs to issue	\$16.15.
Kendallville News-Sun,	
Publication of Notice.	10.06.
Mileage posting notices	2.60.
Docket and return	.20.
Sheriff's deed	1.00.
Sheriff's Commission	7.82.
Total fees and costs	\$37.83.

And on the day set for the sale of said Real Estate, to-wit:.....

...November 18th,.....19.42 between the hours

of 10 o'clock a m., and 4 o'clock p. m., at the Court House door of said

County, at the Town of Albion, I first offered to the highest and best bid-

der for cash in hand.....

...The fee simple title to said real estate

...together with the rents, issues, income and

...profits thereof.....

~~the rents and profits of said Real Estate for a period not exceeding~~

~~seven years in the year and receiving no bid therefor I did then and there~~

~~offer to the highest and best bidder for cash in hand~~

the fee simple right of the defendant. S of, in and to said Real Estate as described in said .order of sale.....

....., and Home Owners' Loan Corporation.....

bid therefor One thousand seventy-two and 30/100..... DOLLARS

and that being the highest and best bid then and there offered for the fee simple of all of the above described Real Estate,

the same was openly struck off and sold to Home Owners' Loan Corporation.....

for the 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 bidby..it....., I executed to..it.....my ~~Deed of~~

Conveyance

~~XXXX~~ bearing even date herewith. Paid over to plaintiff...., as per..its.....receipt hereon

...One thousand thirty-four and 47/100..... DOLLARS.

~~XXXXXX~~ and return herewith fees and costs of.....~~XXXXXX~~ and

~~XXXXXX~~ Thirty-seven and 83/100..... dollars, my fees, as ~~XXXXXX~~ set

~~XXXXXX~~ out above.

Done.....November 18th.....19.42

Marion G. Galloway

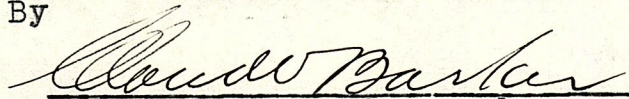
Sheriff

Deputy

November 18, 1942.

This acknowledges receipt by the undersigned Home Owners' Loan Corporation, plaintiff in the above cause Number 14180, from Marion Galloway, Sheriff of Noble County, Indiana, of the sum of One Thousand Thirty-four and 47/100 Dollars in full of said plaintiff's judgment, and interest to November 18, 1942, the date of the sale of said real estate under the order of sale issued in said cause,

Home Owners' Loan Corporation
By


It's attorney of record.

Sheriff's Deed.

This Indenture, made this 18th day of November, 1942, between Marion Galloway, Sheriff of Noble County, Indiana, and Home Owners' Loan Corporation

WITNESSETH:

That, whereas, on the 23rd day of March, 1942, in the Noble Circuit Court of Noble County, Indiana, in cause number 14180, wherein Home Owners' Loan Corporation was plaintiff and John Fritz and Mary L. Fritz, husband and wife, The Department of Financial Institutions, of the State of Indiana, as liquidator of, and in charge of the liquidation of Noble County Bank and Trust Company, of Kendallville, Indiana, were defendants, the said plaintiff recovered judgment against the said defendants John Fritz and Mary L. Fritz, husband and wife, for the sum of One Thousand One and 78/100 Dollars, and costs of Thirty-seven and 83/100 dollars, and also an order of sale for the sale of the real estate hereinafter described, all without relief from valuation or appraisement laws, and, whereas, the said defendant, The Department of Financial Institutions, of the State of Indiana, as liquidator of, and in charge of the liquidation of, Noble County Bank and Trust Company, of Kendallville, Indiana, in said action recovered judgment against its co-defendants, John Fritz and Mary L. Fritz, husband and wife, for the sum of One Hundred Fifty-five and 66/100 Dollars, and it's costs, and also an order for the sale of the real estate hereinafter described as against it's said codefendants, all without relief from valuation and appraisement laws; which judgments and orders of court will more fully appear upon order book Number 75 on pages 255 to 258, of the records of said court;

That thereafter, on the 24th day of September, 1942, the clerk, under seal of said court, issued to the sheriff of said county, a copy of said judgment and order of sale, which came to the hands of the said Marion Galloway, then the sheriff of said County, on the 24th day of September, 1942, to be executed, who pursuant thereto, after having advertised and posted notices of the sale of said real estate in the manner prescribed by law, did, there after, on

the 18th day of November, 1942, at the door of the Court House of said County of Noble, State of Indiana, between the hours prescribed by law, sell the fee simple of said real estate to

HOME OWNERS' LOAN CORPORATION

for the sum of One Thousand Seventy-two and 30/100 Dollars.

Now, therefore, in consideration of the premises and of the sum of One Thousand Seventy-two and 30/100 Dollars, so paid as aforesaid, the said Marion Galloway, Sheriff of Noble County, Indiana, does hereby sell, convey and confirm unto the said HOME OWNERS' LOAN CORPORATION, the said real estate situated in Noble County, State of Indiana, and described as follows, to-wit:

Lots Seven (7) and Ten (10) in Block four (4) in Minot's Addition to the Town, now City, of Kendallville, excepting therefrom forty-eight (48) feet off of the south side of lot ten (10) and excepting thirty-four feet off of the north side of lot seven (7).

Sold as the property of John and Mary L. Fritz.

In witness whereof, said sheriff has hereunto set his hand and seal the date first above written.

Marion Galloway (SEAL)
Sheriff of Noble County, Indiana.

State of Indiana, Noble County, SS:

On this 18th day of November, 1942, personally appeared Marion Galloway who, in the capacity of Sheriff of said Noble County, Indiana, acknowledged the execution of the foregoing Deed for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and official seal.

Clerk of Noble Circuit Court.