

NOTICE OF SHERIFF'S SALE  
OF REAL ESTATE.

State of Indiana,  
County of Noble, ss:  
Cause No. 14098.  
City of Kendallville, Indiana,  
vs.

Forrest E. Beyer and et al.  
Notice of Sheriff's Sale of Real  
Estate.

By virtue of a certified copy of a  
decree to me directed by the Clerk  
of the Noble Circuit Court in the  
cause wherein City of Kendallville,  
Indiana, is plaintiff, and Forrest E.  
Beyer and et. al., are defendants, re-  
quiring me to make the sum of one  
thousand eight hundred and thirty-one  
and 54-100 dollars (\$1831.54), with in-  
terest and costs, I will offer for sale  
at public auction to the highest bidder  
on the 29th day of November, 1941,  
between the hours of 10:00 A.M. and  
4:00 P.M., at the east door of the  
Court House, in the Town of Albion,  
Indiana, the rents and profits, for a  
term not exceeding seven (7) years,  
the following described real estate in  
said County and State, to-wit:

Lots 40, 80, 81, 82 and 85, in Id-  
dings' Addition to the City of Ken-  
dallville, Indiana; Lots 8 and 9 in  
Block 3 in Minot's Addition to the  
City of Kendallville, Indiana, except-  
ing 42 feet off the west ends thereof;  
also lot 12 in Block 3, in Minot's Ad-  
dition to the City of Kendallville, In-  
diana, excepting a triangular piece of  
land out of the southwest corner of  
said Lot 12, described as follows:  
Commencing at the southwest corner  
of said Lot 12; thence north 12 feet  
on the west line of said Lot 12; thence  
in a southeasterly direction to a point  
on the south line of said Lot 12, which  
point is 55 feet east of the southwest  
corner of Lot 12; thence west to the  
place of beginning, with easements for  
the slope of banks where there are  
cuts and fills; also 48 feet off the  
south side of Lot 10, in Block 4, in Mi-  
not's Addition to the City of Kendall-  
ville, Indiana.

If the rents and profits will not sell  
for a sum sufficient to pay and satis-  
fy said decree, interest and costs, I  
will, at the same time and place, offer  
for sale at public auction the fee sim-  
ple of said real estate, or so much  
thereof as may be necessary to pay  
and satisfy said decree and costs.

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

Dated this 3rd day of November,  
1941.

MARION G. GALLOWAY,  
Sheriff of Noble County, Indiana.  
Porter D. Crowell,  
Attorney for Plaintiff.  
(Nov 4 11 18)

STATE OF INDIANA }  
NOBLE COUNTY } ss

Noble Circuit Court Nov. 26, 1941

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 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 4 day of Nov. 1941 On the 18 day of Nov. 1941

On the 11 day of Nov. 1941 On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Signed Hellie D. Shaffer

Subscribed and sworn to this 26 day

of November 1941

Lorraine Seidel nee Karlen

My commission expires August 28, 1944

[SEAL]

# SHERIFF'S CERTIFICATE OF SALE

I, Marion G. Galloway Sheriff of  
Noble County, in the State of Indiana, certify that I have this day sold by virtue of an order of  
execution

to me directed from the Clerk of the Circuit Court of Noble County, Indiana, issued on  
the 21 day of October, 1941 in a case wherein City of  
Kendallville, Indiana

plaintiff and Forrest Beyer, et al

defendant wherein judgment was rendered on the 13 day of Oct, 1941  
for the sum of \$ 1894.78 dollars and

principal and interest to date of judgment, and the further sum of

dollars and cents, costs accrued to that date, upon which there has accrued

dollars and cents

interest and dollars and \$ 63.24 cents

costs making in all dollars and cents

principal and interest, and dollars

and cents cost to date of sale; making total amount due

\$ 1894.78 dollars and cents

And the said Marion G. Galloway as Sheriff aforesaid, advertised for sale,

according to law, or levied said

upon the following described real estate as property of defendants

on the 5th day of November

1941, to-wit: Lots 40, 80, 81, 82 and 85 in Iddings Addition to the City of Kend-

allville. Lots 8 and 9 in Block 3 in Minot's Addition to the City of Kendall-

ville excepting 42 feet off the west ends thereof. Also lot 12 in Block 3 in

Minot's Addition to the City of Kendallville, excepting a triangular piece of

land out of the southwest corner of said lot 12 described as follows:

Commencing at the southwest corner of said lot 12, thence north 12 feet on the

west line of said lot 12, in a southeasterly direction at a point on the

south line of said lot 12, which point is 55 feet east of the southwest

corner of lot 12, thence west to the place of beginning, with easment for the

slope of banks where there are cuts and fills. 48 feet off the south side of

lot 10 in Block 4 in Minot's Addition to the City of Kendallville.

And said sale was set for the 29th day of November, 1941 and the said

Marion G. Galloway Sheriff as aforesaid, did upon said day,

between the hours prescribed by law, at door of the Court House of Noble County, offer for sale at public auction,

(Over)

SHERIFF'S

CERTIFICATE OF

SALE

Sheriff Noble County

TO

CERTIFICATE OF SALE

SHERIFF

Nov. 29th 1941 By Deputy

Sheriff of Noble County

Marion G. Galloway

aforesaid.

paying the purchase money, with interest at eight per centum per annum, before the expiration of one year from date of sale

premises in one year from date of sale, if the same is not redeemed by the defendant or any other person entitled thereto,

the purchaser of said real estate as aforesaid, to deed in fee-simple to said

The aforesaid certificate will entitle the said City of Kendallville, Indiana

paid the amount so bid by City of Kendallville, Indiana

being the highest and best bidder therefore, and that being the highest and best price paid for the same; and the said

struck off to the said City of Kendallville, Indiana

cents, and no persons bidding more, the same was, in due form openly

having bid the sum of \$ 1894.78 dollars and

Kendallville, Indiana

and there offer for sale at public auction the fee-simple of said real estate, and City of

the rents and profits of said real estate for a term not exceeding seven years, and having received no bid therefore, he did then

RETURN ON ORDER OF SALE.

AND on the 5th November 1941, in pursuance of the command of this Court I advertised the Real Estate herein described for sale at the Court House Door of Noble County, Indiana, on the 29th November 1941, by publication in the Kendallville News Sun a weekly and daily newspaper of general circulation printed and published in the City of Kendallville in said county, 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, Albion, Indiana

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.

ad. 16.38  
Cost & time 31.40  
Certy. 1.00  
Comm. 11.66  
mileage 2.60  
D.R. 2.20  
\$ 63.24

And on the day set for the sale of said Real Estate, to-wit: November 29th 1941, 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 bidder for cash in hand Lots 40, 80, 81, 82 and 85 in

Iddings Addition to the City of Kendallville; Lots 8 and 9 in Block 3 in Minot's Addition to the City of Kendallville, excepting 42 feet off the west ends thereof. Also lot 12 in Block 3 in Minot's Addition to the City of Kendallville, excepting a triangular piece of land out of the southwest corner of said lot 12 described as follows: commencing at the southwest corner of said Lot 12, thence north 12 feet on the west line of said lot 12, in a southeasterly direction to a point on the south line of said lot 12, which point is 55 feet east of the southwest corner of lot 12, thence west to the place of beginning, with easement for the slope of lands where there are cuts and fills. 48 feet off the south side of lot 10 in Block 4 in Minot's Addition to the City of Kendallville.

the rents and profits of said Real Estate for a period not exceeding seven years by the year, and receiving no bid therefor, I did then and there

offer to the highest and best bidder for cash in hand Lots 40, 80, 81, 82 and 85 in Iddings Addition to the City of Kendallville; Lots 8 and 9 in Block 3 in Minot's Addition to the City of Kendallville, excepting 42 feet off the west ends thereof. Also lot 12 in Block 3 in Minot's Addition to the City of Kendallville, excepting a triangular piece of land out of the southwest corner of said lot 12 described as follows: Commencing at the southwest corner of said Lot 12, thence north 12 feet on the west line of said lot 12, in a southeasterly direction to a point on the south line of said lot 12, which point is 55 feet east of the southwest corner of lot 12, thence west to the place of beginning, with easement for the slope of bands where there are cuts and fills. 48 feet off the south side of lot 10 in Block 4 in Minot's Addition to the City of Kendallville.

the fee simple right of the defendant.. of, in and to said Real Estate as described in said order of sale to me directed City of Kendallville, Indiana and

bid therefor \$ 1894.78 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 City of Kendallville

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 bid by....., I executed to it my certificate of purchase, bearing even date herewith. Paid over to plaintiff....., as per receipt hereon

\$ 1831.54 DOLLARS.

Paid over to Clerk \$ 63.24 dollars, original costs, and

retained dollars, my fees,

Printer fee. November 29, 1941 Done.

Mano Galloway Sheriff Deputy

State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No. 14098 City of Kendallville, Indiana )

vs

) Foreclose assessment lien

Forrest Beyer, et al )

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

Be it remembered, that on the 13th day of October, 1941, the same being the 7th judicial day of the October, 1941 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 October, 1941, 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 October 18 1941 is Exempt from Intangibles Tax by reason of: Judgment was upon municipal assessment.  
Having Actual Residence in the State of Indiana  
Being Specifically Exempted under Sec. 1 (b)

Porter R. Black.  
Clerk of Noble Circuit Court

October 13, 1941 7th day

State of Indiana  
County of Noble, SS:

In the Noble Circuit Court  
October Term, 1941

No.-14098

In re: City of Kendallville, Indiana

Plaintiff.

vs

Forrest Beyer, Arthur E. Beyer, Anna A. Fetter and Donald M. Campbell, Adm. of Archy Campbell Estate, doing business name and style of Campbell & Fetter Bankers; Earl E. Beyer; Sturgis National Bank; R.J. Reynolds Tobacco Co.; John F. Beyer; and John E. Beyer; Carl Beyer; August Beyer  
Defendants.

Decree

Comes now the plaintiff by counsel, Potter D. Crowell, and it appearing to the Court by summons herein and the return of the sheriff endorsed thereon, that the defendants Forrest Beyer, Arthur E. Beyer, Carl Beyer, Anna A. Fetter, Donald M. Campbell, administrator of the Archy Campbell Estate, have each been served with process more than ten days before the 6th day of October, 1941, which said summons and returns thereon, are in words and figures as follows, to-wit: (H.I.) and by notice and proof of publication herein, which said notice and proof of publication are in words and figures as follows:-(H.I.), that the defendants Earl E. Beyer, Sturgis National Bank, R.J. Reynolds Tobacco Company, John E. Beyer and August Beyer have each been duly notified of the pendency of this action by three successive publications in the Kendallville Daily News Sun, a weekly newspaper of general circulation printed and published in the City of Kendallville, Noble County, Indiana, the last of which said publications was made on the 7th day of June, 1941, and more than 30 days before October 6, 1941, the same being the return day endorsed on plaintiff's complaint herein.

And now said defendants are three times audibly called in open court, come not, but wholly make default.

And the Court having heard the evidence, and being duly advised in the premises finds for the plaintiff and that the allegations of plaintiff's complaint are true; that the plaintiff is the owner and holder in due course of improvement bonds issued for the improvement of certain streets in the City of Kendallville, as in the complaint set forth; that the value of the services and materials in the construction of said work is One Thousand Seven Hundred Three and 65/100 (\$1703.65) Dollars; that the reasonable value of the services of plaintiff's attorney in this section is Ninety five (\$95.00) Dollars; that there is due the plaintiff on the assessment, as made and set out in the complaint, the sum of One Thousand Seven Hundred Ninety-eight and 65/100 (\$1798.65) Dollars; and the court further finds that the plaintiff has and holds a lien upon the real estate described in plaintiff's complaint for the value of said services and attorney fees, and that the plaintiff is entitled to have this lien foreclosed and the same enforced against the real estate described in plaintiff's complaint.

It is now therefore considered, adjudged and decreed by the court that the plaintiff have and recover the sum of One Thousand Seven Hundred and Ninety-eight and 65/100 (\$1798.65) Dollars, together with the costs of this action, and that its lien and assessments be foreclosed as against all claims and interests of the defendants in and to the following described real estate in Noble County, State of Indiana, to-wit:

Lots 40, 80, 81, 82, and 85 in Iddings Addition to the City of Kendallville,.

Lots 8 and 9 in Block 3 in Minot's Addition to the City of Kendallville

excepting 42 feet off the west ends thereof. Also lot 12 in Block 3 in

Minot's Addition to the City of Kendallville, excepting a triangular piece

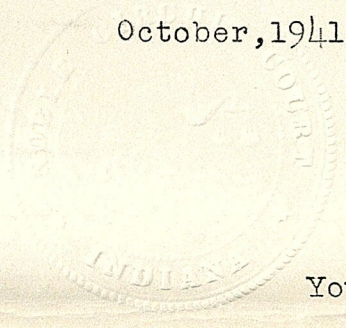
of land out of the southwest corner of said lot 12 described as follows: commencing at the southwest corner of said Lot 12, thence north 12 feet on the west line of said Lot 12, in a southeasterly direction to a point on the south line of said lot 12, which point is 55 feet east of the southwest corner of lot 12, thence west to the place of beginning, with easement for the slope of lands where there are cuts and fills. 48 feet off the south side of lot 10 in Block 4 in Minot's Addition to the City of Kendallville.

And that a copy of this order and decree duly certified by the Clerk of this Court issue to the Sheriff of Noble County directing and commanding him to sell said real estate as upon execution, without relief from valuation or appraisement laws, and to divide the proceeds thereof first to the payment of costs and accruing costs, then to the payment of the judgment herein with interest at the rate of 6 per cent per annum, and that any balance remaining be paid to the defendants as their interests may appear.

State of Indiana,  
County of Noble, 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 13th day of October, 1941, 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 18th day of October, 1941.

  
*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 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 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 18th day of October, 1941.

  
*Porter R. Black*  
Clerk Noble Circuit Court.

In the Noble Circuit Court,

October Term, 1941

No. 14098 City of Kendallville, Indiana

vs

Forrest Beyer, et al

STATEMENTS OF COSTS

Clerk's costs.....	\$55.00
Sheriff's fees.....	\$12.10
Docket fee.....	\$ 2.00
Order of Sale.....	\$ 3.00
Transcript fee.....	\$ 2.00
Newspaper Notice.....	\$ 8.90

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 affix the seal of said Court this 18th day of October, 1941.

Porter R. Black  
Clerk Noble Circuit Court.



Cause No. 14098  
No. 3202

In the Noble Circuit Court,

October Term, 1941

No. 14098 The City of Kendallville, Ind.

vs  
Forrest E. Beyer, et al

Judg. favor pltf. for.....\$1798.65  
Costs to issue.....31.40  
Interest to issue.....1.49  
.....1831.54

O.B. 75 P.50-51 Ed. 34 P. 289

J.D. 17 P.27 Ex. D. 12 P.125.

Porter D. Crowell, Attorney

Nov 29 - 1941