

NOTICE OF SHERIFF'S SALE OF
REAL ESTATE ON FORECLOS-
URE DECREE.

Notice is hereby given, that by virtue of an order of sale on a foreclosure decree, to me directed by the Clerk of the Noble Circuit Court, of Noble County, Indiana, in Cause No. 13778, wherein The First Federal Savings and Loan Association of Angola, is plaintiff, and Merritt A. Gard, et al., are defendants, requiring me to make the sum of \$740.57, together with interest on said sum so decreed and the costs of this action, I will offer at public auction at the front door of the court house in the town of Albion, Noble County, Indiana, between the hours of ten o'clock A.M. and four o'clock P. M., on Saturday, the 26th day of April, 1941, the rents and profits for a term not exceeding seven years of the following described real estate in Noble County, in the State of Indiana, to-wit:

A fractional part of lot number One (1) in Lash's Addition to Kendallville, described as follows:

Commencing on the south line of said lot One (1) at a point thirty-three (33) feet west of the south-east corner thereof; thence north on a line parallel with the east line of said lot a distance of one hundred thirty-two (132) feet; thence west on a line parallel with the north line of said lot, a distance of thirty-five (35) feet; thence south on a line parallel with the east line of said lot to the south line of said lot; thence east on the south line of said lot thirty-five (35) feet to the place of beginning.

Subject to reservation of twelve (12) feet off the north end for public Alley, and to use a well as set out in Deed by which Camillus H. Kimmel (acquired said real estate).

And also commencing at the North-east corner of Lot number Two (2) in Lash's Addition to Kendallville; thence South on the West side of a sixteen and one-half (16½) foot alley a distance of One Hundred and Twenty (120) feet; thence West along the North line of an alley a distance of One Hundred and Fifty-three and seven-tenths (153.7) feet; thence North to the North line of said Lot number Two (2); thence East along the North line of said Lot number Two (2) a distance of One Hundred and Fifty-three and seven-tenths (153.7) feet to the place of beginning.

If such rents and profits shall not sell for a sufficient sum to satisfy said decree, interest and costs, I will, at the same time and place aforementioned, offer at public sale the fee simple of said above described real estate, or as much thereof as may be necessary to satisfy said decree, interest and costs. Said sale will be made without relief from valuation and appraisement laws of the State of Indiana.

MARION G. GALLOWAY,

Sheriff of Noble County, Indiana.

H. Lyle Shank,

Attorney for the Plaintiff.

(Mar 21 28 Apr 4)

STATE OF INDIANA }
NOBLE COUNTY } ss

Noble Circuit Court April 9, 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 21 day of Mar, 1941 On the 4 day of Apr, 1941

On the 28 day of Mar, 1941 On the _____ day of _____, 19____

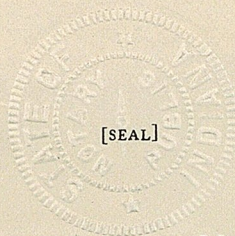
Signed Hellie D. Shaffer

Subscribed and sworn to this 9 day

of April, 1941

Lorraine Karlen, N.P.

My commission expires August 28, 1944



Postig of notices for the
Merritt A Gard Property in
Kendallville Indiana

One at East Door of Court House
in Albion Indiana

One on Corner of Sargent & North
Riley St in Kendallville Indiana

One on Corner of East Wayne and
North Riley St in Kendallville Indiana

One on Corner of Sixth & Riley St
in Kendallville Indiana

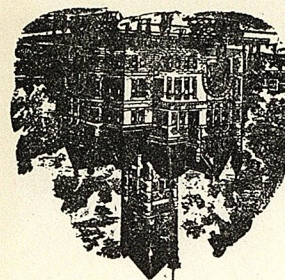
Posted by Sheriff of Noble County
Indiana, Marion G Galloway.

Printing 1872
Clerk Cost- 12.00
Sheriff Comm 6.20
Fees 1.00
Sheriff costs 475

42.67
Marion G. Galloway

May 3 - 1941

OFFICE OF
MARION G. GALLOWAY
Sheriff of Noble



RETURN ON ORDER OF SALE

And on the 26th day of April, 1941, in pursuance to the command of this Order of Sale I advertised the Real Estate herein described for sale at the front of the Court House of Noble County, Indiana, on the 26th day of April, 1941, by publication in the Kendallville Daily New-Sun a weekly newspaper of general circulation, printed and published in the City of Kendallville, 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 26th, 1941, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the front of the Court House of said county, I first offered to the highest and best bidder, for cash in hand, the rents and profits for a period not exceeding seven years, by the year, of the following described real estate, to-wit:

Located in Noble County, State of Indiana.

A fractional part of lot number One (1) in Lash's Addition to Kendallville, described as follows:

Commencing on the south line of said lot One (1) at a point thirty-three (33) feet west of the southeast corner thereof: thence north on a line parallel with the east line of said lot a distance of one hundred thirty-two (132) feet; thence west on a line parallel with the north line of said lot a distance of thirty-five (35) feet; thence south on a line parallel with the east line of said lot to the south line of said lot; thence east on the south line of said lot thirty-five feet to the place of beginning.

Subject to reservation of twelve (12) feet off the north end for public Alley, and to use a well as set out in Deed by which Camillus H. Kimmel (acquired said real estate).

And also commencing at the Northeast corner of Lot number Two (2) in Lash's Addition to Kendallville; thence South on the West side of a sixteen and one-half (16½) foot alley, a distance of One Hundred and Twenty (120) feet; thence West along the North line of an alley a distance of One Hundred and Fifty-three and seven-tenths (153.7) feet; thence North to the North line of said Lot number Two (2); thence East along the North line of said Lot number Two (2), a distance of One Hundred and Fifty-three and seven-tenths (153.7) feet to the place of beginning.

FILED
MAY 3 1941

Porter R. Black
CLERK NOBLE CIRCUIT COURT

described and bid for The First Federal Savings and Loan Association of Angola

bid therefor Eight Hundred Twenty Three and 64/100 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, as per receipt hereon, I executed to him my deed certificate of purchase, bearing even date herewith.

Paid over to The First Federal Savings and Loan Association of Angola

as per receipt hereon. \$ 780.99

Paid to Clerk, original costs 16.75

Paid to Printers 18.72

Paid to Attorney's fees None

Retained, Sheriff's costs 7.20

As per receipts—total \$ 823.64

Marion G. Galloway Sheriff.
Deputy.

Done May 3 1941

Received of Forty Two and 67/100 the sum of

\$ 42.67 this 29 day April 1941

Marion G. Galloway Sheriff.

Marion G. Galloway
Received of Ben H. James, Sheriff, the sum of \$ 780.99 this 29 day of April 1941

First Fed. Sav. & Loan Assn of Angola

By *J. J. Laird* Attorney

Marion G. Galloway

Received of Ben H. James, Sheriff, the sum of \$ 18.72 as printer's fees this

day of May 1941

Printer

Marion G. Galloway

Received of Ben H. James, Sheriff, the sum of \$ 42.67 as court costs this

day of May 1941

Porter R. Black Clerk

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

day of May 1941

Attorney

State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No.13778. The First Federal Savings and Loan A.)

Association of Angola)

vs)

Merritt A. Gard, Lotus May Gard)

and Lotus M. Gard, being one and)

the same person, Husband and Wife;)

Flint and Walling.)

On Note & Fcl. Mtg.

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

Be it remembered, that on the 16th day of October, 1940, the same being the 9th Judicial day of the October, 1940, 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, 1940, 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 March 9 1941
Tax by reason of: is Exempt from Intangibles
~~Having Actual Business Situs outside Indiana~~
~~Being Specifically Exempted under Sec. 1 (b)~~
Porter R. Black
Clerk of Noble Circuit Court

Oct. 16, 1940 - 9th day

No. 13778. The First Federal Savings and Loan A)
Association of Angola)
vs) On note & Fcl. Mtg.
Merritt A. Gard, et al.)

Comes now said plaintiff by H. Lyle Shank, its attorney and said plaintiff now shows to the satisfaction of the court by the summons heretofore issued in this behalf upon ~~xxx~~ its complaint herein and the return of said Sheriff thereon endorsed, and the court now finds that each and all of said defendants to this cause of action and said complaint have been duly and legally served with due and legal summons in this cause more than ten days before the 20th day of March, 1940, the return day of said summons, which said summons and return thereon endorsed are severally in the following words and figures, to-wit: (here insert) And there being no appearance by, or on behalf of, the defendants, Merritt A. Gard and Lotus May Gard, his wife also known as Lotus M. Gard, thereupon, on motion of said plaintiff, said defendants to this action and said complaint are each and severally three times duly called in open court, come not, but herein each and all wholly make default.

Comes now the defendant Flint & Walling Mfg. Co., and enters its appearance herein by Porter D. Crowell, attorney and files herein answer in two paragraphs, which said answer is in the following words and figures, to-wit: (here insert)

And on motion of said plaintiff, this cause is now submitted to the court for trial

without a jury. And thereupon the trial of this cause commences, proceeds and is concluded. And the court having heard all the evidence and being fully advised in the premises, finds for said plaintiff that each and all the statements and allegations of its said complaint herein contained are true and fully proven; that there is due said plaintiff from said defendants Merritt A. Gard and Lotus May Gard on the note and mortgage sued upon herein, and set out and described in plaintiff's complaint the sum of Seven Hundred Forty and 57/100 dollars (\$740.57) which included plaintiff's attorney fees of \$35.00 and also includes the taxes in the sum of \$10.58 paid by plaintiff, which sum of \$740.57, the plaintiff is entitled to recover from said defendants, without relief from valuation and appraisement laws and that said plaintiff is entitled to and should have a judgment therefor herein accordingly.

And the court further finds that plaintiff's said mortgage set out and described in said complaint and the mortgage debt secured thereby is a valid, subsisting and first lien upon the real estate described in plaintiff's complaint, said real estate being situate in the County of Noble and State of Indiana, to-wit: A fractional part of lot number one (1) in Lash's Addition to Kendallville, described as follows: Commencing on the south line of said lot one (1) at a point thirty-three (33) feet west of the southeast corner thereof; thence north on a line parallel with the east line of said lot a distance of one hundred thirty-two (132) feet; thence west on a line parallel with the north line of said lot a distance of thirty-five (35) feet; thence south on a line parallel with the east line of said lot to the south line of said lot; thence east on the south line of said lot of said lot thirty-five (35) feet to the place of beginning. Subject to reservation of twelve (12) feet off the north end for public Alley, and to use a well as set out in Deed by which Camillus H. Kimmel (acquired said real estate).

And also commencing at the Northeast corner of Lot number two (2) in Lash's Addition to Kendallville; thence south on the west side of a sixteen and one-half ($16\frac{1}{2}$) foot alley a distance of One hundred and Twenty (120) feet; thence West along the North line of an alley a distance of One hundred and fifty-three and seven-tenths (153.7) feet; thence North to the North line of said Lot number Two (2); thence East along the North line of said lot number two (2) a distance of One Hundred and fifty-three and seven-tenths (153.7) feet to the place beginning; prior, superior and paramount to any and all rights, titles, interests, liens and claims of whatsoever nature or kind of each and all of the defendants to this action therein thereon or thereto, and that said plaintiff is entitled to and should have a judgment, order and decree herein for the foreclosure of said mortgage upon all the real estate therein above described as against said defendants to this action, and a judgment, order and decree for the sale of all of said real estate or so much thereof as may be necessary to pay and satisfy said mortgage debt and costs.

And the court further finds against the defendant Flint & Walling Mfg. Co. on its second paragraph of complaint and that said defendant Flint & Walling Mfg. Co. has no interest in, lien against or claim upon, the above described real estate.

It is now therefore ordered, adjudged and decreed by the court that said plaintiff, The First Federal Savings and Loan Association of Angola, do have and recover herein from said defendants, Merritt A. Gard and Lotus May Gard, also known as Lotus M. Gard, husband and wife, the sum of Seven hundred forty and 57/100 dollars (\$740.57), so found to be due it on its said note and mortgage sued upon by it herein as aforesaid, and all all its costs in this cause expended, taxed at dollars and cents, said judgment and amount to draw interest at the rate of 6% per annum from this date until paid, all without any relief whatever from valuation and appraisement laws.

It is further considered, adjudged and decreed by the court that said sum is secured by a first mortgage upon all of said described real estate and that the defendant Flint & Walling Mfg. Co. has no interest in or lien upon or claim against said real estate or any part thereof.

And it is further considered, adjudged and decreed by the court that said plaintiff's said mortgage and the mortgage debt secured thereby is a valid and subsisting and first lien on all the real estate described, prior, superior and paramount to any and all rights, titles, interest, liens and claims of each and all of the defendants to this action therein, thereon or thereto; that said mortgage be, and the same hereby is, foreclosed on all said real estate therein described as to and against each and all of the defendants to this cause of action and all persons claiming from, under or through them, or any of them, and that upon default in the full payment and satisfaction of plaintiff's said mortgage debt and costs before the time fixed for such sale, all of the real estate in said mortgage described, to-wit: said real estate being situate in the City of Kendallville, in the County of Noble and State of Indiana, to-wit: A fractional part of lot number one (1) in Lash's Addition to Kendallville, described as follows: Commencing on the south line of said lot one (1) at a point thirty-three (33) feet west of the southeast corner thereof; thence north on a line parallel with the east line of said lot a distance of one hundred thirty-two (132) feet; thence west on a line parallel with the north line of said lot a distance of thirty-five (35) feet; thence south on a line parallel with the east line of said lot to the south line of said lot; thence east on the south line of said lot of said lot thirty five (35) feet to the place of beginning. Subject to reservation of twelve (12) feet off the north end for public Alley, and to use a well as set out in Deed by which Camillus H. Kimmel (acquired said real estate).

And also commencing at the Northeast corner of Lot number two (2) in Lash's Addition to Kendallville; thence south on the west side of a sixteen and one-half (16½) foot alley a distance of one hundred and Twenty (120) feet; thence West along the North line of an alley a distance of One hundred and fifty three and seven-tenths (153.7) feet; thence North to the North line of said Lot number Two (2); thence East along the North line of said lot number two (2) a distance of one hundred and fifty three and seven-tenths (153.7) feet to the place of beginning; or so much thereof as may be necessary and all the rights, titles, interests and claims of the defendants to this cause of action and each of them, and all persons claiming from, under or through them, or any of them, in and to the same, shall be sold as provided by law by the Sheriff of said Noble County upon a duly certified copy of the judgment, order and decree herein under the hand of the Clerk and the seal of this court, after first duly advertising the same as provided by law, in like manner as lands are sold upon execution issued upon judgments at law for the payment of plaintiff's said mortgage debt and costs; that such sale be made without any relief whatever from valuation and appraisement laws, and that the proceeds arising therefrom shall be applied as follows, to-wit: First, to the payment of all costs accrued in this cause of action including the costs of such sale; Second to the payment of said mortgage debt and judgment, principal and interest of said plaintiff and Third, the overplus, if any remaining, shall be paid to the Clerk of this court for the use of the party lawfully entitled thereto and authorized to receive the same.

And it is further considered, ordered, adjudged and decreed by the court that upon the final consummation of the sale herein ordered and the completed conveyance by the Sheriff to the purchaser or purchasers of the real estate so sold, all the rights, titles, interests, claims and equity of redemption of the defendants to this action and each and

every one of them, and of all persons claiming from, under or through them, or any of them, in and to said real estate so sold and conveyed, shall be completely and absolutely and forever barred and foreclosed.

And it is further considered, ordered, adjudged and decreed by the Court that in the event all of said mortgaged real estate hereinbefore described shall fail to sell for a sum sufficient to fully pay and satisfy said mortgage debt, judgment lien, principal and interest, costs and accruing costs of said plaintiff, the balance thereof remaining unpaid shall be levied of any property of said defendants, Merritt A. Gard and Lotus May Gard, his wife, subject to execution and the sale thereof shall be made without any 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 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 findings, judgments, decrees and orders of sale made, rendered and entered in and by said court in said cause on said 16th day of October, 1940, 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 thereto affix the seal of said court at my said office this 9th day of March, 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 that then of any other property of Merritt A. Gard and Lotus May Gard, his wife, said defendants, ~~James L. Wilkes~~, subject to execution, you levy, without relief from valuation and appraisement laws, and 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 9th day of March, 1941.

Porter R. Black
Clerk Noble Circuit Court.

In the Noble Circuit Court, October Term, 1940.

No.13778. The First Federal Savings and Loan
Association of Angola

vs

Merritt A. Gard, et al.

STATEMENT OF COSTS.

Clerk's costs	\$10.00
Docket fee	2.00
Sheriff's fee.....	4.75

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 hereto affix the seal of said court this 9th day of March, 1941.

Porter R. Black
Clerk Noble Circuit Court.

No. 13778
No. 3181

In the Noble Circuit Court,
October Term, 1940.

No. 13778. The First Fed. Sav. & Loan
Assoc. of Angola

vs
Merritt A. Gard, et al.

Judg. favor Pltff. for.....\$740.57
Interest to issue..6%..... 17.79
Costs to ussue..... 16.75
~~\$775.11~~

Judg. favor Pltff for \$740.57. foreclosure
of mortgage and sale of real estate.
Personal judgment vs Merritt A. Gard and
Lotus May Gard, his wife.

O.B. 74P.348 Ed. 33 P. 269
J.D. 17 P. 100 Ex.D.12P.110

FILED
MAY 3 1941

Porter R. Blank
CLERK NOBLE CIRCUIT COURT

H. Lyle Shank, Atty. for Pltff.