

Proof Of Publication

STATE OF INDIANA, COUNTY OF NOBLE, SS:

I, Donald C. Robbins, being duly sworn, deposes and says that he is the owner and publisher of THE CROMWELL ADVANCE, a newspaper of general circulation, published weekly at Cromwell, Noble County, Indiana. That the annexed printed form is a true and exact copy of a notice printed in THE CROMWELL ADVANCE, as required by law, on the following dates:

On the 28 day of November, 1940
On the 5 day of December, 1940
On the 12 day of December, 1940
On the day of , 19

Donald C. Robbins, Publisher.

Subscribed and sworn to before me, this 13th day of December, 1940.

W. Mortimer Cole, Notary Public.

My Commission Expires July 12, 1947

Printing Fee \$15.21 + cards = \$16.21

NOTICE OF SHERIFF'S SALE

By virtue of a certified copy of a judgement, decree and order of sale, issued from the Noble Circuit Court, of Noble County, Indiana, to me directed from the Clerk of said Court in favor of THE PRUDENTIAL INSURANCE

COMPANY OF AMERICA, and against John W. Ratliff and Rosa M. Ratliff, his wife,, Noble County Rural Electric Membership Corporation, and E. F. Seagley & Sons, I will sell at public auction to the highest bidder on the 11th day of January, 1941, between the hours of 10:00 A. M. and 4:00 P. M. of said day, at the east door of the court house of Noble County, Indiana, in the Town of Albion, Noble County, Indiana, the following described real estate situated in said county and state, to-wit:

All the following described lands and premises situated in the County of Noble and State of Indiana, to-wit:

The west half (1/2) of the southwest quarter (1/4) of section thirty-six (36) in Township thirty-four (34) north of Range eleven (11) east of the Second Principal Meridian, excepting the right of way of the Baltimore & Ohio Railway, running east and west across the north part thereof, containing three (3) acres, more or less;

Also the north half (1/2) of the northwest quarter (1/4) of Section one (1) Township thirty-three (33) north of range eleven (11) east of the Second Principal Meridian, excepting thirty (30) acres of uniform width off the east end. Containing in all, after said exceptions, one hundred thirty-two (132) acres, more or less.

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 28th day of November, 1940.

MARION GALLOWAY,
Sheriff of Noble County, Indiana.
(SEAL) 3t-18

NOTICE OF SHERIFF'S SALE

By virtue of a certified copy of a judgement, decree and order of sale, issued from the Noble Circuit Court, of Noble County, Indiana, to me directed from the Clerk of said Court in favor of THE PRUDENTIAL INSURANCE

COMPANY OF AMERICA,

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Dated this 28th day of November, 1940.

MARION GALLOWAY,
Sheriff of Noble County, Indiana.
(SEAL) 3t-18

RETURN ON ORDER OF SALE.

this writ came to hand on November 17, 1940

AND on the 28th day of November 1940, in pursuance of sale

to the command of this Judgment, decree and order... I advertised the Real Estate herein described for sale

at the Court House Door of Noble County, Indiana, on the 11th day of January, 1941

19..., by publication in the Cromwell Advance

circulation printed and published in the Town of Cromwell

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,

in each of the

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.

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

January 11th 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 bid-

der for cash in hand.

Sheriff' costs

Mileage 2.60.

D & R. .20

Sheriff Deed 1.00

Commission 43.97.

Total 47.77.

Printers Fee

Cromwell Advance \$16.21.

Clerks costs 19.55.

Total all costs \$ 83.53

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.

the fee simple right of the defendant of, in and to said Real Estate as described in said judgment, decree and

order of sale and The Prudential Insurance Company of

America, a Corporation

bid therefor Eight Thousand Three hundred thirty-eight and 06/100 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 The Prudential Insurance Company of America, A

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 bid by it, I executed to it deed of

conveyance

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

Eight Thousand Two Hundred fifty-two and 53/100 DOLLARS.

Paid over to Clerk Nineteen and 55/100 dollars, original costs, and

forty-seven and 77/100 dollars, my fees, and Sixteen and 21/100

dollars printers fee.

Done January 11th 1941

Marion G. Galloway

Sheriff

Deputy

SHERIFF'S DEED.

THIS INDENTURE, made this 11th day of January, 1941, between Marion Galloway, Sheriff of Noble County, Indiana, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A Corporation, witnesseth:

That, whereas, on the 15th day of January, 1940, in the Noble Circuit Court of Noble County, Indiana, in cause Number 13696, wherein The Prudential Insurance Company of America, A Corporation, is plaintiff, and John W. Ratliff and Rosa M. Ratliff, his wife, Noble County Rural Electric Membership Corporation, and E. F. Seagly & Sons, are defendants, the said plaintiff recovered a judgment against the said defendants, John W. Ratliff and Rosa M. Ratliff, his wife, for the sum of Seven Thousand Six Hundred forty-nine and 38/100 dollars, and costs in the sum of Eighty-three dollars and fifty-three cents, and also an order for the sale of the real estate hereinafter described, all without relief from valuation and appraisement laws; which judgment and order of court will more fully appear upon order book No. 74 at page 58 of the records of said court;

That thereafter, on the 27th day of November, 1940, the clerk under the seal of said court, issued to the sheriff of said County, a copy of said judgment and order of sale which came into the hands of Marion Galloway, then the ~~sheriff~~ sheriff of said county on the 27th day of November, 1940, 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, thereafter, on the 11th day of January, 1941, at the east door of the court house of said county, between the hours prescribed by law, sell the fee simple of said real estate to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A Corporation, for the sum of Eight Thousand Three Hundred thirty-eight dollars and six cents (\$8338.06).

Now therefore in consideration of the premises and of the said sum of Eight Thousand Three hundred thirty-eight and 06/100 dollars so paid as aforesaid, the said Marion Galloway, sheriff of Noble County, Indiana, does hereby sell, convey and confirm unto

the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A Corporation,
the said real estate situated in Noble County, Indiana, and described
as follows, to-wit: The west half of the southwest quarter of section
thirty-six (36), in Township thirty-four north of Range eleven (11)
east of the Second Principal Meridian, excepting the right of way of
the B. and O. Railway, running east and west across the north part
thereof containing three acres, more or less; Also the north half
of the northwest quarter of section one (1), in Township thirty-three
(33) North of Range Eleven (11) east of the Second Principal
Meridian, excepting thirty (30) acres of uniform width off the
east end. Containing in all after said exceptions, One Hundred
thirty-two acres, more or less.

IN WITNESS WHEREOF, Marion Galloway, said sheriff of Noble
County, State of Indiana, has hereunto set his hand and seal this
11th day of January, 1941.

Sheriff of Noble County, Indiana (Seal)

State of Indiana,
County of Noble, SS:

On this 11th day of January, 1941, personally appeared
Marion Galloway who, in the capacity of sheriff of Noble County, State
of Indiana, acknowledged the execution of the foregoing Deed.

In Witness Whereof, I hereunto set my hand and
Official Seal.

Clerk of the Noble Circuit Court.

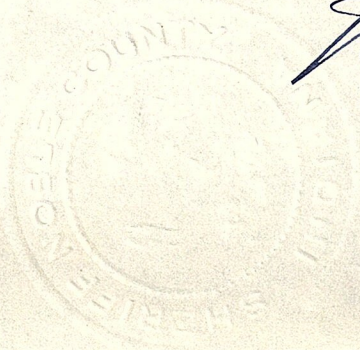
NOTICE OF SHERIFF'S SALE.

By virtue of a certified copy of a judgment, decree and order of sale, issued from the Noble Circuit Court, of Noble County, Indiana, to me directed from the clerk of said court in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, and against John W. Ratliff and Rosa M. Ratliff, his wife, Noble County Rural Electric Membership Corporation, and E. F. Seagly & Sons, I will sell at public auction to the highest bidder on the 11th day of January, 1941, between the hours of 10:00 A.M. and 4:00 P.M. of said day, at the east door of the court house of Noble County, Indiana, in the Town of Albion, Noble County, Indiana, the following described real estate situated in said county and state, to-wit: All the following described lands and premises situated in the County of Noble and State of Indiana, to-wit: The west half of the southwest quarter of section thirty-six (36) in Township thirty-four (34) north of Range eleven (11) east of the Second Principal Meridian, excepting the right of way of the B and O Railway, running east and west across the north part thereof containing three acres, more or less; Also the north half of the northwest quarter of section one (1) Township thirty-three (33) north of range eleven (11) east of the Second Principal Meridian, excepting thirty (30) acres of uniform width off the east end. Containing in all, after said exceptions, one hundred thirty-two (132) acres, more or less.

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 appraisement laws.

Dated this 28th day of November, 1940.


Marion Galloway
Marion Galloway
Sheriff of Noble County, Indiana.

State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No. 13696 The Prudential Insurance Company)
of America, a corporation)
vs) Fcl. Mtg.
John W. Ratliff and Rosa M. Ratliff,)
his wife, Noble County Rural Electric)
Membership Corporation, and E. F.)
Seagly & Sons.)

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

Be it remembered, that on the 15th day of January, 1940, the same being the 14th Judicial day of the January, 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 January, 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 Judy 11-27 1940
 Tax by reason of: is Exempt from Intangibles
 Having Actual Business Situs outside Indiana
 Being Specifically Exempted under Sec. 1 (b)
Harold A. Charles
 Clerk of Noble Circuit Court

January 15, 1940. -14th day-

State of Indiana
County of Noble, SS:

Noble Circuit Court,
January Term, 1940.
Cause No. 13696

The Prudential Insurance Company
of America, a corporation,

Plaintiff

vs

Judgement and decree of foreclosure
(Entry furnished by counsel)

John W. Ratliff and Rosa M. Ratliff,
his wife, Noble County Rural Electric
Membership Corporation, and E. F. Seagly
& Sons,

Defendants.

Comes now the plaintiff, The Prudential Insurance Company of America, a corporation, and it appearing to the satisfaction of the court by the sheriff's return of the summons, which summons and return thereon are in the words and figures following, to-wit: (here insert) that the defendants John W. Ratliff and Rosa M. Ratliff, his wife, Noble County Rural Electric Membership Corporation, and E. F. Seagly & Sons, have each been duly served with process more than ten days before the 2nd day of January, 1940, being the return date endorsed on plaintiff's complaint, and come now the defendants John W. Ratliff, and Rosa M. Ratliff, his wife, and enter their appearance herein by their attorneys Mountz & Mountz, and file an answer in general denial, which said answer is in the words and figures following, to-wit: (here insert) and comes now the defendant Noble County Rural Electric Membership Corporation by its attorney, Spangler & Foote, and enters its appearance herein and files answer in general denial which answer is in the words and figures following, to-wit: (here insert) and the defendant E. F. Seagly & Sons, failing to appear and being now three times loudly called in open court, comes not but herein wholly makes default.

This cause is now submitted to the court for trial without the intervention of a jury upon the default of the defendant E. F. Seagly & Sons, and the issues joined by the plaintiff's complaint and the answers filed by the defendants John W. Ratliff and Rosa M. Ratliff, his wife, and Noble County Rural Electric Membership Corporation. And the evidence being heard and the court fully advised in the premises finds for the plaintiff and that all of the allegations of its complaint are true.

That on the 12th day of July, 1935, the defendants John W. Ratliff and Rosa M. Ratliff, his wife, by their promissory note promised to pay the plaintiff the sum of Six Thousand Four Hundred eighty dollars, said note bearing interest at the rate of five and one-half per cent per annum from August 1st, 1935 until paid; that said note provided that if default was made thereon in the payment of any installment of principal, or interest when due the entire balance of principal and interest was, at the election of the plaintiff to become due and payable; that said note provided for attorney's fees and is payable without relief from valuation and appraisement laws.

That simultaneously with the execution of said note said defendants, John W. Ratliff and Rosa M. Ratliff, his wife, were the record owners of the fee simple title to the following described real estate located in the County of Noble, State of Indiana, to-wit: The west half of the southwest quarter of section thirty-six (36) in Township thirty-four (34) north of range eleven (11) east of the second Principal Meridian, excepting right of way of the B and O Railway, running east and west across the north part thereof, containing three acres, more or less. Also the north half of the northwest quarter of section one (1) Township thirty-three (33) north of range eleven (11) east of the Second Principal Meridian, excepting thirty (30) acres of uniform width off the east end.

Containing in all after said exceptions one hundred thirty-two (132) acres, more or less, all situated in Noble County, Indiana. That said note represented the purchase price of said real estate then purchased by the said defendants John W. Ratliff and Rosa M. Ratliff his wife from the plaintiff. That contemporaneously with the execution and delivery of said note and to secure the payment thereof, said defendants, John W. Ratliff and Rosa M. Ratliff, his wife, executed to the plaintiff their purchase money mortgage on the real estate hereinbefore described, said mortgage being duly recorded on the 14th day of September, 1935, in mortgage record 91, pages 203, 204, 205 and 206, 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 defendants, John W. Ratliff and Rosa M. Ratliff, his wife, and each of them, have defaulted and failed to make the payments provided for in said note due the plaintiff herein and that the plaintiff has exercised its option to declare the entire balance of principal and interest, due on its note above described, due and payable, and that there is now due and unpaid on said note the sum of Six thousand Nine hundred Ninety-nine & 25/100 dollars in principal and interest, as of this date.

That reasonable attorney's fees for plaintiff's attorney are Two Hundred Ninety and 75/100 dollars.

That pursuant to the provisions of said mortgage, the plaintiff has advanced Three hundred forty-seven and 20/100 dollars in payment of taxes and assessments, on December 11th, 1939, and nine dollars in payment for an extension of the abstract of title on November 9, 1939, and that under the terms of said note and mortgage plaintiff is entitled to recover the above sums of money advanced for taxes and assessments and extension of the abstract of title, together with interest thereon at the rate of eight per cent per annum from the time same were advanced until this date.

That there is now due the plaintiff from the defendants John W. Ratliff and Rosa M. Ratliff, his wife, the total sum of \$7,649.38; and that said sum is secured by the mortgage herein described, and is payable without relief from valuation and appraisement laws, and that said note provided for the payment of interest at the rate of eight per cent per annum from the due date on all accrued interest and the principal sum thereof or any installment thereof; That the plaintiff is entitled to recover of and from said defendants John W. Ratliff and Rosa M. Ratliff, his wife, the total amount of said indebtedness, to-wit: \$7,649.38, plus the costs of this action, without relief from valuation and appraisement laws, and to a decree of foreclosure of said mortgage against all defendants herein and to a sale of said real estate to satisfy said judgment and indebtedness. 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 thereof.

It is therefore ordered, adjudged, and decreed by the court that the plaintiff recover of and from the defendants John W. Ratliff and Rosa M. Ratliff, his wife, the sum of \$7,649.38, also its costs and charges laid out and expended, and all accruing costs taxed at \$_____, without any relief whatsoever from valuation and appraisement laws, said judgment to bear interest at the rate of eight per cent per annum from rendition thereof until paid.

It is further order, adjudged and decreed by the court that the mortgage sued on 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: All the following described lands and premises situated in the county of Noble and State of Indiana, to-wit: The west half of the southwest quarter of section thirty six (36) in Township thirty-four (34) north of range eleven (11) east of the Second Principal Meridian, excepting right of way of the B and O Railway, running east and west across the north part thereof, containing three acres, more or less, Also the north half of the northwest quarter of section one (1) Township thirty three (33) North of Range eleven (11) east of the Second Principal Meridian, excepting thirty (30) acres of uniform width off the east end. Containing in all, after said exceptions, one hundred thirty-two (132) acres, more or less, all situated in 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 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 the amount of said judgment, interest and costs rendered in this cause within one year from the date of the filing of the complaint herein, to-wit: the 13th day of November, 1939, 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 successive weeks in a daily or weekly 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 days before the date of said sale, and by posting written or printed notices thereof in at least three public places in Swan Township and three public places in Allen Township, all in said Noble County, State of Indiana, and at the door of the Court House of Noble County, Indiana, said sale to be made without relief from valuation and appraisement laws and without any right of redemption therefrom, and that immediately after said 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 persons to this action and all persons claiming through or under them, and he shall make due report to the clerk of this court, and the proceeds arising from such sale, the sheriff is ordered to apply in the manner following, to-wit:

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.

the overplus, if any, remaining after payment of the foregoing judgment interest and costs to be paid by the Sheriff of Noble County, Indiana, 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 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 the said judgment, 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 W. Ratliff and Rosa M. Ratliff, his wife, subject to execution, and without relief from valuation and appraisement laws.

All of which is ordered, adjudged and decreed by this court, this 16 day of January, 1940

Fred L. Bodenhafer
Judge of the Noble Circuit Court.

In the Noble Circuit Court, January Term, 1940.

No. 13696.	The Prudential Insurance Company)	
	of America, a corporation)	
	vs)	Fcl. Mtg.
	John W. Ratliff and Rosa M. Ratliff,)	
	his wife, et al.)	

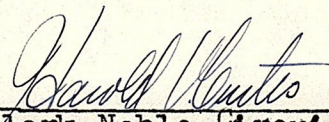
STATEMENT OF COSTS.

Clerk's costs.....	\$10.00
Sheriff's fee.....	7.55
Docket fee.....	<u>2.00</u>
	\$19.55

State of Indiana, Noble County, SS:

I, Harold V. Curtis, 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.

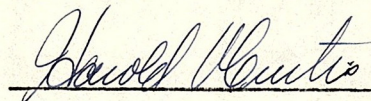
In Witness Whereof, I hereunto subscribe my name and hereto affix the seal of said court this 27th day of November, 1940.


Clerk Noble Circuit Court.

State of Indiana, Noble County, SS:

I, Harold V. Curtis, 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 15th day of January, 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 hereto affix the seal of said court at my said office this 27th day of November, 1940.



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, John W. Ratliff and Rosa M. Ratliff, his wife, 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 therein 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 27th day of November, 1940.



Clerk Noble Circuit Court.

January 11, 1941

Received of Marion Salloway, Sheriff of
Noble County, Indiana the sum of
eight ~~hundred~~ Thousand Two Hundred
fifty - Four ^{and} 53/100 Dollars in
full of within judgment and interest
to date by Sheriff's Deed for said
Real Estate

The Prudential Insurance Company of
America by
Claude Barker, its attorney.

No. 3174

In the Noble Circuit Court
January Term, 1940

No. 13696. The Prud. Ins. Co. of America

vs

John W. Ratliff, et al.

Judg. favor plfff. for.....\$7649.38
Int. to issue...5 $\frac{1}{2}$ %..... 363.43
Costs to issue..... 19.55
\$8032.36

Judg. favor plfff for \$7649.38, fore-
closure of mortgage and sale of real
estate. Personal judgment vs John W.
Ratliff and Rosa M. Ratliff.

O. B. 74 P. 58 J. D. 17 P. 251
E. D. 33 P. 187 Ex. D. 12 P. 104

Claud V. Barker, Atty for Plfff.

FILED
JAN 11 1941

Claude R. Barker
CLERK NOBLE CIRCUIT COURT