

Notice of Sheriff's Sale of Real Estate

By virtue of an order of sale issued from the Noble Circuit Court, of Noble County, Indiana, to me, as sheriff of Noble County, Indiana, directed from the clerk of said court in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, and against Luther Wallace Wible and Minnie Pearl Wible, his wife, Kenneth Lash, Vermont Finley, Receiver of the Noble County Bank and Trust Company, Perry C. Stebing, George W. Daum, and Noble County Rural Electric Membership Corporation, Then the sheriff of Noble County, Indiana will sell at public auction to the highest bidder on the 22 day of January, 1940, 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: The West half of the southeast quarter of section eight (8), township thirty-four north, range eleven (11) east of the second principal Meridian, except seven acres off the south end thereof leaving after said exception, 73 acres, more or less; Also the east half of the northeast quarter and the northwest quarter of the northeast quarter of section twenty (20), township and range aforesaid, containing one hundred twenty acres, more or less, containing in all one hundred ninety three acres of land, more or less, excepting 1.20. acres heretofore conveyed for right of way.

Said sheriff will at that time and place 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 11 day of December, 1939.

ROSCOE RIMMEL

State of Indiana, Noble County, ss.

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Dated this 11 day of December, 1939.

ROSCOE RIMMEL

50-1-2

Bayne G. Moley being sworn, says that he is the publisher of the LIGONIER BANNER, a weekly newspaper printed and published in said county, and that the annexed notice was published in the numbers of the dates following:

Dec. 14, 1939

Dec. 21, 1939

Dec. 28, 1939

Bayne G. Moley

Subscribed and sworn to this *28th* day of

December 19*39*

Schylene C. Sackett
Notary Public

My commission expires *12-31-* 19*40*

January 24, 1939. -20th day-

State of Indiana,
County of Noble, SS:

In the Noble Circuit Court
In the January Term, 1939.
Cause No. 13441

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

VS

LUTHER WALLACE WIBLE, and MINNIE PEARL WIBLE,
His wife, KENNETH LASH; VERMONT FINLEY, Receiver
of the Noble County Bank and Trust Company,
PERRY C. STEBING, GEORGE W. DAUM, and Noble
COUNTY RURAL ELECTRIFICATION MEMBERSHIP CORP.

JUDGMENT AND DECREE

Comes now the plaintiff, the Prudential Insurance company of America, by it's counsel Claud V. Barker, and it appearing to the satisfaction of the Court by the Sheriff's return of the summons, which summons and the return of the Sheriff endorsed thereon are in the words and figures following, to-wit, (H.I.). That the defendants Luther Wallace Wible, and Minnie Pearl Wible, his wife, Kenneth Lash, Vermont Finley, Receiver of the Noble County Bank and Trust Company; and the Noble County Rural Electrification Membership Corporation, have each of them been duly notified and served with process more than ten (10) days before January 2nd, 1939, the return date endorsed on Plaintiff's complaint, and it further appearing to the satisfaction of the Court by the Sheriff's return of the summons which summons and the return of the Sheriff endorsed thereon are in the words and figures following, to-wit (H.I.). That the defendants Perry C. Stebing and George W. Daum have each of them been duly served with process more than ten days before the second of January, 1939, by the return date endorsed on Plaintiff's complaint; and comes now the defendant, Kenneth Lash, and Vermont Finley, Receiver of the Noble County Bank and Trust Company, by their attorney Merritt C. Diggins, and each filed answer in general denial to the plaintiff's complaint herein, which separate answers are in the words and figures following, to-wit (H.I.), and the defendants Luther W. Wible, and Minnie Pearl Wible, his wife, Perry C. Stebing, George W. Daum, and the Noble County Rural Electrification Membership Corporation failing to appear, and being each loudly called in open court come not, and herein wholly make default.

This cause is now submitted to the court for trial without the intervention of a jury, upon the answers of the defendants, Kenneth Lash and Vermont Finley, Receiver of the Noble County Bank and Trust Company, and upon default of the defendants Luther Wallace Wible, and Minnie Pearl Wible, his wife, the Noble County Rural Electrification Membership Corporation, Perry C. Stebing, and George W. Daum.

And the evidence being heard and the Court being fully advised in the premises, finds for the plaintiff and that all of the allegations of it's complaint are true and that on the 31st day of March, 1936, the defendants Luther Wallace Wible, and Minnie Pearl Wible, his wife, by their promissory note promised to pay the plaintiff the sum of eight (\$8,000.00) thousand dollars, said note bearing interest at the rate of 5½ per cent per annum, until said default was made in the payment of said principal sum or any installment thereof, after which said note provided for interest at 8 per cent. that said note

provided that after said default was made in the payment of said principal sum or any installment thereof, and the interest thereon, the entire balance of principal and interest due on said note was to become due and payable at the election of the plaintiff; that said note provided for reasonable attorney fees, and is payable without relief from valuation or appraisal laws.

That simultaneously with the execution of said note, said defendants, Luther Wallace Wible, and Minnie Pearl Wible, his wife, executed and delivered to the plaintiff, their purchase money mortgage to secure the payment of said note upon the following described real estate situated in Noble County, Indiana, to-wit: The West one-half ($\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section eight (8) Township thirty-four (34) North Range eleven (11) East of the second Principal meridian; excepting seven (7) acres off of the South end thereof, and leaving after exceptions seventy-three (73) acres more or less; also the East one-half ($\frac{1}{2}$) of the North-east quarter (NE $\frac{1}{4}$) and the Northeast quarter (NW $\frac{1}{4}$) of the North-East quarter (NE $\frac{1}{4}$) of Section twenty (20) township and range aforesaid, containing one hundred twenty (120) acres more or less. Containing in all one hundred ninety three (193) acres of land more or less, excepting one and 20/100 (1.20) of an acre heretofore conveyed for right-of-way. Said mortgage being duly recorded on the 7th day of January, 1937, in mortgage record No. 92, on pages 497, 498 and 499 of the Records of Noble County, Indiana. That said note was given for and said mortgage given to secure the payment of the purchase price for said real estate, at the time the same was purchased by said defendants, Luther Wallace Wible, and Minnie Pearl Wible, his wife, from the plaintiff.

That plaintiff's said mortgage is a first and paramount lien on the real estate heretofore described excepting as to the taxes and assessments. That on the 10th day of January 1934, the defendant, Kenneth Lash, recovered a judgment in the Court of Frank Fisher, Justice of Peace of Allen Township, Noble County, Indiana, against the defendant Luther Wallace Wible, and that a transcript thereon was filed in the Noble Circuit Court on March 11th, 1935, and recorded in Civil Order Book No. 70, pages 17 and 18, and Judgment Docket No. 16, page 324 of the records of Noble Circuit Court; that the said judgment is in the sum of ninety-five (\$95.00) dollars, together with costs of five (\$5.00) dollars, and that the same constitutes a lien on said real estate, which lien however, is subsequent and inferior to the lien of plaintiff's said mortgage thereon, being prior and paramount to the lien or interest of other defendants on or in said real estate. That there is now due on said judgment the sum of one hundred twenty-eight and 25/100 (\$128.25) dollars, principal and interest and five (\$5.00) dollars costs.

That on the 30th day of October, 1935, the defendant, Vermont Finley, Receiver of the Noble County Bank and Trust Company, recovered a judgment in the Noble Circuit Court against the defendant Luther Wallace Wible, under the name and designation of L. Wallace Wible, in the principal of twenty-four hundred (\$2400.00) dollars, with interest at 7 per cent from the date of said judgment, and court costs of fourteen and 65/100 (\$14.65) dollars, which judgment is recorded in Civil Order Book No. 70, pages 368 and judgment docket No. 16, page 328 of the Noble Circuit Court, and which judgment consists a lien on said real estate, subsequent and inferior to the lien of the plaintiff herein, and subsequent and inferior to the lien of the defendant, Kenneth Lash, hereinbefore set out, but prior and paramount to the lien or interest in said real estate of other defendants.

That there is now due to the defendant Vermont Finley, Receiver of the Noble County Bank and Trust Company on said judgment lien, the sum of twenty-nine hundred forty-three and 20/100 (\$2943.20) dollars, together with said costs taxed at fourteen and 65/100 (\$14.65) dollars.

That on the 20th day of March, 1937, the defendants, Luther Wallace Wible, and Minnie Pearl Wible, his wife, executed and delivered to the defendants Perry C. Stuebinger and George W. Daum, their mortgage on said real estate which mortgage is recorded in mortgage record No. 92, pages 646 and 647 of the records of Noble County, Indiana, which mortgage was given to secure the payment of a note due to said defendants in the principal sum of six hundred sixty (\$660.00) dollars, that said mortgage is a present lien on said real estate, second and inferior and subsequent to the lien of the plaintiff's mortgage herein, and to the lien of the defendant, Kenneth Lash's judgment herein, and to the lien of the defendant Vermont Finley, Receiver of the Noble County Bank and Trust Company, but the same is prior and superior to the interest of the defendant, the Noble County Rural Electric Membership Corporation, and in and to said real estate.

That on the 27th day of April, 1938, and on the 28th day of April, 1938, by two separate conveyances bearing said dates, and recorded in Miscellaneous record No. 17, pages 282 and 283 and miscellaneous record No. 17, pages 428 and 429 of the records of Noble County, respectively, said defendants Luther Wallace Wible, and Minnie Pearl Wible, his wife, conveyed to the defendant, the Noble County Rural Electric Membership Corporation, certain rights and easements in said real estate, which rights and easements are however subsequent and inferior and subject to the lien of the plaintiff's mortgage herein, the lien of the defendant Kenneth Lash, and the lien of the defendant Vermont Finley, Receiver of Noble County Bank and Trust Company, and to the lien of the defendants Perry C. Stuebinger and George W. Daum.

That the defendants Luther Wallace Wible, and Minnie Pearl Wible, his wife, and each of them have defaulted and failed to make the payments provided for in said note and that plaintiff has heretofore under the terms of said note and mortgage declared the entire amount thereof due and payable, and that there is now past due and unpaid on said note, the sum of eight thousand seven hundred thirty-six and 23/100 (\$8736.23) dollars, in principal and interest as of this date. That a reasonable attorney fees for the plaintiff's attorney is four hundred fifty (\$450.00) dollars. That pursuant to the provisions of said mortgage, the plaintiff has advanced the sum of two hundred two and 53/100 (\$202.53) dollars in payment of taxes and assessments on said real estate, and it has been necessary for the proper filing of this suit, to procure an extension of title covering said real estate, at a cost to the plaintiff of eleven and 40/100 (\$11.40) dollars, and that under the terms of said note and mortgage Plaintiff is entitled to recover the above payments of money advanced for the extension of the abstract of title, and for the payment of taxes and assessments, together with interest thereon, and that the amount now due to the plaintiff on account of such advancements together with interest thereon is two hundred seventeen and 97/100 (\$217.97) dollars.

That there is now due to plaintiff herein from the defendants, Luther Wallace Wible, and Minnie Pearl Wible, his wife, the total sum of nine thousand four hundred four and 20/100 (\$9,404.20) dollars, and that said sum is secured by the mortgage herein described and is payable without relief from valuation or appraisement laws, and that the plaintiff is entitled to a judgment for said total amount of indebtedness against the defendants Luther Wallace Wible, and Minnie Pearl Wible, his wife, plus the costs of this action, and to a decree of foreclosure of said mortgage against all of 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 can be sold without loss to the remainder, and that it is necessary to sell all of said real estate to save and protect the plaintiff's lien thereon. It is therefore ordered, adjudged and decreed by the Court that the Plaintiff

recover of and from the defendants Luther Wallace Wible, and Minnie Pearl Wible, his wife, the sum of nine thousand four hundred four and 20/100 (\$9,404.20) dollars, also its costs and charges laid out and expended in this cause, and accruing costs therein, taxed at the sum of _____ dollars, without any relief whatever from valuation or appraisement laws, said judgment to bear interest at the rate of eight (8) per cent per annum from the 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 defendants and each of them and of all other persons firms or corporations 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 situated in Noble County, Indiana, and described as follows, to-wit: The West one-half ($W\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section eight (8) Township thirty-four (34) North Range Eleven (11) East of the second principal meridian; excepting seven (7) acres off of the South end thereof, and leaving after exceptions seventy-three (73) acres more or less; also the East one-half ($E\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$) and the northwest quarter ($NW\frac{1}{4}$) of the northeast quarter ($NE\frac{1}{4}$) of Section twenty (20) township and range aforesaid, containing one hundred twenty (120) acres more or less. Containing in all one hundred ninety-three (193) acres of land more or less, excepting one and 20/100 (1.20) of an acre, heretofore conveyed for right-of-way, be sold in accordance with the laws of the State of Indiana, to satisfy the plaintiff's judgment and costs therein.

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 persons making legal title thereto, does not pay to the Clerk of the Noble Circuit Court, Noble County, Indiana, the amount of said judgment, interest and costs rendered in this cause within one year from the date of the filing of the complaint of the plaintiff herein, to-wit: the 3rd day of December, 1938, 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 hereinbefore 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 notices written or printed, thereof in at least three public places in Allen Township, in said County and State, the Township wherein said real estate is located, and at the door of the Noble County Court House, said sale to be made without relief from valuation or 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 the right, title and interest of all 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 ordered and directed to apply in the following manner; 1st: To the payment of all costs and accruing costs in this cause, 2nd: To the payment of the plaintiff's judgment and interest in full: 3rd: To the payment of the amount found due to the defendant Kenneth Lash in his judgment lien hereinbefore set out: 4th: To the payment of the amount found due the defendant, Vermont Finley, Receiver of Noble County Bank and Trust Company on his judgment lien hereinbefore set out: 5th: to the payment of the amount found due to the defendants Perry C. Stebing and George W. Daum, on account of their mortgage lien on said real

estate hereinbefore set out, the overplus, if any, remaining after payment of the foregoing judgments and liens, together with interest and costs thereon shall be paid by the Sheriff of Noble County, Indiana, to the Clerk of this Court for the use of persons lawfully authorized to receive the same and the Sheriff is hereby ordered and directed in case said real estate is sold to the plaintiff and a deed is delivered to the plaintiff herein immediately to place the plaintiff in possession of said real estate and to oust and eject from said premises any other person or persons in the possession of said real estate at the time of said sale and if any part of plaintiff's judgment interest or costs remains unsatisfied after said sale, the sheriff shall forthwith proceed to levy the residue on the other property real or personal of the defendants Luther Wallace Wible, and Minnie Pearl Wible, his wife, subject to execution, and without relief from valuation and appraisement laws, all of which is ordered adjudged and decreed by the court, this 24th day of January, 1939.

George L. Foote, Judge Pro Tem.

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 24th day of January, 1939, 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 4th day of December, 1939.

Harold V. Curtis
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, Luther Wallace Wible and Minnie Pearl Wible, 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 4th day of December, 1939.

Harold V. Curtis
Clerk Noble Circuit Court.

In the Noble Circuit Court, January Term, 1939.

No. 13441. The Prudential Insurance Company of)
America)
vs) To foreclose mortgage.
Luther Wallace Wible, et al.)

STATEMENT OF COSTS.

Clerk's costs.....	\$11.60
Docket Fees.....	2.00
Sheriff's Fees.....	6.85
Foreign Sheriff's Fees.....	<u>3.30</u>
	\$23.75

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 4th day of December, 1939.

Harold V. Curtis
Clerk Noble Circuit Court.

State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No. 13441. The Prudential Insurance Company of America)
vs) To foreclose
Luther Wallace Wible, and Minnie Pearl Wible,) mortgage.
his wife, Kenneth Lash; Vermont Finley,)
Receiver of the Noble County Bank and Trust)
Company, Perry C. Stebing, George W. Daum)
and Noble County Rural Electric Membership)
Corp.)

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

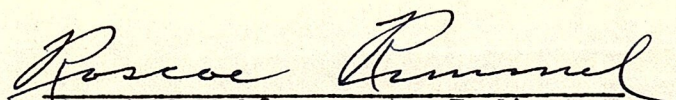
Be it remembered, that on the 24th day of January, 1939, the same
being the 20th Judicial day of the January, 1939 Term of the Noble
Circuit Court of Indiana, held in the Court House in the town of Albion
in said County and State, commencing on the first Monday of January,
1939, the Honorable Fred L. 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 - Dec. 4 1939
is Exempt from Intangibles
Tax by reason of:
Having Actual Business Situs outside Indiana
Being Specifically Exempted under Sec. 1 (b)

Harold V. Curtis
Clerk of Noble Circuit Court

This writ came to hand on December 4th, 1939, and in obedience to the command of the within decree and order of sale, I did, on the 14th day of December, 1939, advertise the real estate described herein for sale at public auction at the door of the courthouse of Noble County, State of Indiana, on the 22nd day of January, 1940, by publication in the LIGONIER BANNER, a weekly newspaper of general circulation, printed and published in the English Language in the city of Ligonier, in said county, for ~~more~~ three weeks successively by three successive weekly publications in said paper, the first of which said publications was more than thirty days immediately before the day fixed for said sale, and by posting up a printed notice thereof at the door of the courthouse, of said county, and by posting printed notices thereof at three public places in Allen Township in said Noble County, Indiana, being the township in which said real estate is situated, and which said notices were so posted more than thirty days next preceeding the day set for said sale: copies of which said notice are attached hereto and made a part of this return. And on December 31st, 1939, that being the last day of my term as sheriff of Noble County, Indiana, at the expiration of my said term of office as such sheriff I turned the within writ over to Marion Galloway, my successor in office as sheriff of Noble County, Indiana, for further proceedings in accordance with and obedience to the command of the within writ.

Dated this 31st day of December.


Sheriff Noble County, Indiana.

Mileage	\$2.40.
Ligonier Banner,	
Printer's fee	12.74.
	<hr/>
	\$ 15.14.

This writ came to hand from Roscoe Rimmell, my predecessor in office as sheriff of Noble County, Indiana, and on January 22, 1940, the day set for the sale of the property described in the within writ and order of sale, between the hours of 10 o'clock A.M. and 4 o'clock P.M. of said day and at the east door of the court house of said County, I then offered for sale at public auction to the highest and best bidder for cash, the fee simple of the real estate described in the within order of sale and decree, together with the rents, issues

income and profits thereof; and thereupon The Prudential Insurance Company of America bid therefor the sum of Nine Thousand and 20/100 Dollars, and said sum being the highest and best bid received therefor the same was then and there openly struck off and sold to said The Prudential Insurance Company of America, the ~~plaintiff~~ judgment plaintiff in the within Decree, for the said sum. The said purchaser having paid to me the amount of its said bid, I then and there executed and delivered to it my sheriff's deed of even date herewith conveying said real estate to said purchaser.

And the said sum so received, I have made distribution as follows:

Paid to plaintiff as per its receipt

\$8909.91

Return herewith to the clerk of the Noble Circuit Court the sum of Twenty-three and 75/100 Dollars clerk's costs to issue of said writ and Return herewith Twelve and 74/100 dollars for the Ligonier Banner, printer's fee, and return herewith sheriff's fees in the sum of \$53.60. making a total of costs

returned herewith to said clerk of \$90.09. and ^{finding no other property on which to levy} I return this

writ ^{partially} ~~fully~~ satisfied.

Dated this 22nd day of January, 1940.

Marion Galloway
Sheriff of Noble County, Indiana

Jan. 22, 1940.

Received of Marion Galloway, sheriff of Noble County, Indiana, the sum of Eight Thousand Nine Hundred Nine and 91/100 Dollars, in full of the Judgment and interest thereon rendered in favor of the undersigned in the ~~above~~ within cause.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
BY Charles Barker
Its attorney of record.

Clerks Costs to Issue	\$23.75.
Sheriff's Mileage	2.40.
Docket & Return	.20.
Printer's fees	12.74.
Sheriff's Commission	50.00.
Sheriff's deed	1.00.
Total	<u>\$90.09.</u>

Recorded. No. 3084

In the Noble Circuit Court
January Term, 1939.

No. 13441. The Prudential Insurance Co.
of America

vs

Luther Wallace Wible, et al.

Judg. favor Pltff. for.....\$9404.20
Interest to issue..... 647.84
Costs to issue..... 23.75

\$10075.79

Judg. favor pltff. for \$9404.20, fore-
closure of mortgage and sale of real
estate. Personal judgment vs Luther
Wallace Wible and Minnie Pearl Wible.

O. B. 73 P. 268 J. D. 16 P. 326
E. D. 32 P. 226 Ex. D. 12 P. 34

Claud V. Barker, Atty. for Pltff.

FILED
JAN 27 1940

Harold V. Barker
CLERK NOBLE CIRCUIT COURT