

State of Indiana, Noble County, ss.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

By virtue of a certified copy of a judgment, decree and order of sale, to me directed, from the Clerk of the Noble Circuit Court of Noble County, State of Indiana, in a cause wherein The Prudential Insurance Company of America, a Corporation, is plaintiff, and Charles Stroup, James C. Stroup, Adaline Stroup, John C. Umbenhower, and Utoka A. Umbenhower are defendants, being Civil Cause No. 13319 in said Court, requiring me to make the following sum to-wit:—For the plaintiff, The Prudential Insurance Company of America, a Corporation, the sum of Four thousand one hundred ninety five and 61/100 dollars (\$4195.61), together with interest and costs of this sale, in satisfaction of said judgment rendered in said cause of action in favor of said plaintiff in the sum and amount aforesaid, I will expose and offer for sale, at public auction to the highest and best bidder, on Tuesday, the 12th. day of September, 1939, between the hours of 10:00 o'clock A. M. and 4:00 o'clock P. M. of said day, at the East door of the Courthouse in the Town of Albion, Noble County, in the State of Indiana, to-wit:—The east half of the northeast quarter of Section Two (2), Township thirty-three (33) North of Range eight (8) east of the Second Principal Meridian, containing sixty-five and sixty-four hundredths (65.64) acres of land, more or less; also the following described tract, to-wit:—Beginning at the west quarter post of Section one (1), township and range aforesaid; thence running north on the west line of said Section one (1) thirty-two and forty-five hundredths chains to the northwest corner of said section; thence running east sixteen and thirty-five hundredths (16.35) chains, thence running south thirty-two and ninety-five (32.95) hundredths chains, thence running west sixteen and two hundredths (16.02) chains to the place of beginning, containing fifty-two (52) acres, more or less;

If said rents will not sell for a sum sufficient to satisfy said judgment and decree, interest and costs, I will, at the same time and place expose and offer for sale, at public auction, to the highest bidder, the fee simple of said real estate or so much thereof as may be necessary to satisfy and discharge said judgment, decree, interest and costs.

Said sale will be made without relief from Valuation and Appraisement laws.

ROSCOE RIMMEL
Sheriff of Noble County
Indiana.

R. S. Emerick,
Atty for Plaintiffs.

Bayne A. Marley 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:

Aug. 10, 1939

Aug. 17, 1939

Aug. 24, 1939

Bayne A. Marley

Subscribed and sworn to this 25th day of

August 1939

Charles Vandenberg
Notary Public

My commission expires July 18 1941

Printers fee \$17.93

RETURN ON ORDER OF SALE.

AND on the.....9th.....day of...August.....1939, in pursuance to the command of this.....decree..... I advertised the Real Estate herein described for sale at the Court House Door of Noble County, Indiana, on the....12th.....day of ...September..... 19.39, by publication in the.....Ligonier Banner.....a weekly and ~~daily~~ newspaper of general circulation, printed and published in the..City..... of.....Ligonier.....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,..... 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 hereunto attached and made a part of this return.

And on the day set for the sale of said Real Estate, to-wit:..... September 12.....1939, 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.....

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.....

Mileage	3.20
Printer	17.93
D & R	.20
Service	.40
Sher. Comm.	24.50
Deed	1.00
Clerk's costs	51.33
Total	98.56

the fee simple right of the defendant. So, in and to said Real Estate as described in said decree..... and The Prudential Insurance Company..... of America, a Corporation bid therefor....Four thousand four hundred forty-five and 96/100..... 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.....~~my certificate of purchase~~ deed of conveyance chase, bearing even date herewith. Paid over to plaintiff...., as per.....receipt hereon..... DOLLARS.

Plaintiff Paid over to Clerk....Four thousand three hundred forty-seven 40/100 dollars, original costs, and Paid Clerk retained Ninety-eight and 56/100.....dollars, my fees,..... Retained None Printer fee.

Done.....September 12.....1939

Roseoe Rimmel Sheriff

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the fee simple right of the defendant. So, in and to said Real Estate as described in said decree..... and The Prudential Insurance Company of America, a Corporation bid therefor....Four thousand four hundred forty-five and 96/100..... 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.....~~my certificate of purchase~~ deed of conveyance, bearing even date herewith. Paid over to plaintiff...., as per.....receipt hereon..... DOLLARS.

Plaintiff Paid over to Clerk....Four thousand three hundred forty-seven 40/100 dollars, original costs, and Paid Clerk Ninety-eight and 56/100.....dollars, my fees,..... Retained None Printer fee.

Done.....September 12.....1939

Roseoe Rimmel..... Sheriff By..... Deputy

State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No. 13319.	The Prudential Insurance Company)	
	of America, a corporation)	
	vs)	Fcl. Mtg.
	Charles Stroup)	
	James C. Stroup)	
	Adaline Stroup)	
	John C. Umbenhower)	
	Utoka A. Umbenhower)	

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

Be it remembered, that on the 30th day of March, 1939, the same being the 22nd Judicial day of the March, 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 March, 1939, the Honorable Fred L. Bodenhafer, 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 Order of Sale is Exempt July 22 1939
Tax by reason of:
Having Actual Business Situs outside Indiana
Being Specifically Exempted under Sec. 1 (b)
Harold V. Vautis
Clerk of Noble Circuit Court

FILED
SEP 28 1939

Harold V. Vautis
CLERK NOBLE CIRCUIT COURT

No. 13319. The Prudential Insurance Company
of America, a corporation

vs

Charles Stroup
James C. Stroup
Adaline Stroup
John C. Umbenhower
Utoka A. Umbenhower

Fcl. Mtg.

Comes now the plaintiff by its attorney, R. S. Emerick and said plaintiff now shows to the satisfaction of the court by the summons heretofore issued in this behalf upon its complaint herein and the return of said Sheriff thereon endorsed, and the court now finds, that the defendants, John C. Umbenhower and Utoka A. Umbenhower have been duly and legally served with due and legal summons in this cause more than ten days before the 3rd day of October, 1938, the return day of said summons, which said summons and the return thereon endorsed are severally in the following words and figures, to-wit: (here insert)

And said plaintiff now shows to the satisfaction of the court by due proof of the due publication of notice in this cause now here filed by it herein and submitted to the court, and the court now finds, that the defendant, Charles Stroup, has been duly and legally notified of the filing and pendency of this action and the complaint herein against him, and of the time when, and the place where, the same would be heard, by publication of due notice thereof as provided by law, once each week for three weeks successively in the Kendallville Daily News-Sun, a daily newspaper of general circulation, printed in the English language and published daily in the city of Kendallville, in Noble County in the State of Indiana, and that said notice was so published for three weeks successively more than thirty days prior to the 4th day of February, 1939, the return day of said notice and that said day was the day on which said defendant was notified to appear to this action and said complaint, which said notice and proof of the publication thereof are severally in the following words and figures, to-wit: (here insert)

And said plaintiff now shows to the satisfaction of the court by due proof of the due publication of notice in this cause now here filed by it herein and submitted to the court, and the court now finds, that the defendants, James C. Stroup and Adaline Stroup, have been duly and legally notified of the filing and pendency of this action and the complaint herein against them, and of the time when, and the place where, the same would be heard, by publication of due notice thereof as provided by law, once each week for three weeks successively in the Kendallville Daily News-Sun, a weekly newspaper of general circulation, printed in the English language and published daily in the city of Kendallville, in Noble County in the State of Indiana, and that said notice was so published for three weeks successively more than thirty days prior to the 6th day of March, 1939, the return day of said notice and that said day was the day on which said defendants were notified to appear to this action and said complaint, which said notice and proof of the publication thereof are severally in the following words and figures, to-wit: (here insert)

And there being no appearance by, or on behalf of, any of the defendants to this cause and action and plaintiff's complaint, thereupon, on motion of said plaintiff, all of the defendants to this cause of 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. And on motion of said plaintiff, this cause is now submitted to the court for trial without the intervention of 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 averments of its complaint herein are true and fully proven; that there shall due said plaintiff from

said defendant on the note and mortgaged sued upon herein, and set out and described in plaintiff's complaint the sum of Four thousand one hundred ninety five and 61/100 dollars (\$4195.61) 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 all the real estate in said mortgage described, said real estate being situated in the County of Noble, State of Indiana, to-wit:

The east half of the northeast quarter of Section two (2), Township thirty-three (33) North of Range eight (8) east of the Second Principal Meridian, containing sixty-five and sixty-four hundredths (65.64) acres of land, more or less; also the following described tract, to-wit: Beginning at the west quarter post of Section one (1), township and range aforesaid; thence running north on the west line of said Section one (1) thirty-two and forty-five hundredths chains to the northwest corner of said section; thence running east sixteen and thirty-five hundredths (16.35) chains, thence running south thirty-two and ninety-five (32/95) hundredths chains, thence running west sixteen and two hundredths (16.02) chains to the place of beginning, containing fifty-two (52) acres, more or less; 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 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.

It is now therefore ordered, adjudged and decreed by the court that said plaintiff, The Prudential Insurance Company of America, a corporation, do have and recover herein from said defendant, Charles Stroup, the sum of Four thousand one hundred ninety five and 61/100 dollars (\$4195.61), so found to be due it on its said note and mortgage sued upon by it herein as aforesaid, and also all its costs in this cause expended, taxed at dollars and cents, said judgment and amount to draw interest at the rate of 8% per cent per annum from this date until paid, all without any relief whatever from valuation and appraisement laws.

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 of all the real estate described, prior, superior and paramount to any and all rights, titles, interests, liens and claims of each and all of the defendants to this action therein, thereon or thereto; and 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 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, said real estate being situate in the County of Noble, State of Indiana, to-wit: The east half of the northeast quarter of Section two (2), Township thirty-three (33) North of Range eight (8) east of the Second Principal Meridian, containing sixty-five and sixty-four hundredths (65.64) acres of land, more or less; also the following described tract, to-wit: Beginning at the west quarter post of Section one (1), township and range aforesaid; thence running north on the west line of said Section one (1) thirty-two and forty-five hundredths chains to the northwest corner of said Section; thence running east sixteen and

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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 30th day of March, 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 22nd day of July, 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 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 22nd day of July, 1939.

Harold V. Curtis

Clerk Noble Circuit Court.

In the Noble Circuit Court, March Term, 1939.

No. 13319. The Prudential Insurance Company)
of America, a corporation)
vs) Fcl. Mtg.
Charles Stroup)
James C. Stroup)
Adaline Stroup)
John C. Umbenhower)
Utoka A. Umbenhower)

STATEMENT OF COSTS.

Clerk's costs.....	\$10.00
Docket fee.....	2.00
Sheriff's costs.....	4.70
Printer's fee.....	<u>34.63</u>
	\$51.33

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 22nd day of July, 1939.

Harold V. Curtis
Clerk Noble Circuit Court.

No. 3073

In the Noble Circuit Court
March Term, 1939

No. 13319. The Prud. Ins. Co. of
America, a corp.

vs

Charles Stroup, et al

Judg. favor plttf for.....\$4195.61
Interest to issue..8%..... 103.44
Costs to issue..... 51.33
\$4350.38

Judg. favor plttf. for \$4195.61, fore
closure of mortgage and sale of real
estate.

D. B. 73 P. 371 J. D. 17 P. 268
E. D. 32 P. 103 Ex. D. 12 P. 22

FILED
SEP 28 1939

Harold H. Emerick
CLERK NOBLE CIRCUIT COURT

R. S. Emerick, Atty for Plttf.