

**State of Indiana,
Noble County, ss:**

NOTICE OF SHERIFF'S SALE

By virtue of an order of sale issued in the Circuit Court of Noble County, State of Indiana, to me directed by the clerk of said Court in favor of Home Owner's Loan Corporation, and against Ernest L. Kammerer, and Mabel Kammerer, his wife, I will sell at public auction to the highest bidder on the 10th day of June, 1939, between the hours of 10 o'clock a. m. and 4 o'clock p. m. of said day, at the East door of the Court House in the Town of Albion, County of Noble, State of Indiana, the following described real estate, situated in said County and State, to-wit:—A part of Lot No. 15, in Diamond Addition to the City of Kendallville, Indiana, commencing at a point on the West line of Clark Street, 195 feet North of the South East corner of said Lot No. 15, running thence West on a line parallel with the South line of said Lot. No. 15, to the East line of the alley, thence North 12 feet 6 inches, thence East 23 feet 6 inches, thence North 12 feet to the North line of said Lot No. 15, thence East to the West line of Clark Street, thence South along the West line of Clark Street, to the place of beginning; Also, commencing at the South East corner of Lot No. 29 in Clark's Addition to the Town now City of Kendallville, Indiana, running thence West along the South line of said Lot No. 29, 176 feet 6 inches, thence North on a line parallel with the West line of Clark Street 15 feet 6 inches, thence East on a line parallel with the South line of said Lot No. 29, to the West line of Clark Street, thence South to the place of beginning.

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 2nd day of May, 1939.

ROSCOE RIMMEL,
Sheriff of Noble County, Indiana.
Claudd V. Barker,
Attorney for Plaintiff.

18-20

B. R. Matteson, being duly sworn, on oath, says that he is the Publisher of THE NOBLE COUNTY DEMOCRAT, a weekly newspaper of general circulation, published in Noble County, and that the notice, of which the annexed is a copy, was published in

said paper 3 weeks successively, and on the days following, to-wit:

On the 4th, 11th,
and 18th days of
May, 1939

Signed B. R. Matteson

Subscribed and sworn to before me this 19th day of
May 1939.

Harold V. Curtis
Clerk—Notary Public

My Commission Expires 19

Printer's fees, \$14.75

This writ came to hand on April 21, 1939,
 AND on the 4th day of May 1939, in pursuance

Sheriff's Costs.

And on the day set for the sale of said Real Estate, to-wit:.....
June 10.....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 bid-
 der 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.....

Roseoe Rimmel

Received of Roscoe T. Rimmel, Sheriff of Noble County,
Three Thousand Three hundred Seventy-five and 61/100
(\$3,375.61) dollars in full of the within judgment and interest thereon to date.

Dated this 10th day of June, 1939.

Home Owners' Loan Corporation,

By

Claude Barker
Their Attorney.

SHERIFF'S DEED.

THIS INDENTURE WITNESSETH, That, Whereas, on the 20th day of May, 1938, in the Noble Circuit Court, of Noble County, in Cause No. 13259 of said Court, Home Owners' Loan Corporation recovered judgment against Ernest L. Kammerer, and Mabel Kammerer, his wife, for the sum of three thousand two hundred six and 39/100 (\$3,206.39) dollars and costs in the sum of \$53.54 dollars, 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 are more fully entered upon Order Book No. 72, at page 556 of the Records of said Court.

That thereafter on the 21st day of April, 1939, the Clerk, under the seal of said Court, issued to the Sheriff of said County, a certified copy of said judgment and order of sale which came to the hands of Roscoe T. Rimmel, then the Sheriff of said County on the 21st day of April, 1939, 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 10th day of June, 1939, 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 Home Owners' Loan Corporation for the sum of thirty-four hundred twenty-nine and 15/100 (\$3429.15) dollars.

Now, therefore, in consideration of the premises, and of the sum of \$3429.15, dollars, so paid as aforesaid, the said Roscoe T. Rimmel, Sheriff of Noble County, Indiana, does hereby sell, convey and confirm to the said Home Owners' Loan Corporation, the said real estate, situated in Noble County, Indiana, and described as follows, to-wit: A part of Lot No. fifteen (15) in Diamond Addition to the City of Kendallville, Indiana, commencing at a point on the West line of Clark Street, one hundred ninety-five (195) feet North of the SouthEast Corner of said Lot. No. fifteen (15) running thence West on a line parallel with the south line of said Lot No. 15, to the East line of the alley; thence north twelve (12) feet, six inches thence East twenty-three feet six inches; thence North twelve feet to the North line of said Lot No. fifteen (15) thence East to the West line of Clark Street; thence South along the West line of Clark Street. the place of beginning. Also commencing at the SouthEast corner of Lot No. twenty-nine (29) in Clark's addition to the Town, now City of Kendallville, Ind-

iana running thence West along the South line of said Lot No. twenty-nine (29) one hundred seventy-six feet, six inches; thence North on a line parallel with the West line of Clark Street; ~~##~~ fifteen feet, six inches; thence east on a line parallel with the South line of said Lot Number twenty-nine (29) to the West line of Clark Street; thence South to the Place of beginning, sold as the property of Ernest L. Kammerer, and Mabel Kammerer, his wife.

IN WITNESS WHEREOF, said Sheriff has set his hand and seal this 10th day of June, 1939.

Sheriff of Noble County, Ind. (SEAL)

State of Indiana,
County of Noble, SS:

On this 10th day of June, 1939, personally appeared Roscoe T. Rimmel, who in the capacity of Sheriff of said County, acknowledged the execution of the foregoing deed.

In Witness whereof, I hereunto set my hand and official seal.

Clerk of the Noble Circuit Court.

State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No. 13259. Home Owners' Loan Corporation)	
vs)	Fcl. Mtg.
Ernest L. Kammerer, and Mabel)	
Kammerer, his wife.)	

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

Be it remembered that on the 20th day of May, 1938, the same being the 11th Judicial day of the May, 1938 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 second Monday of May, 1938, the Honorable Rob R. McNaghy, 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:

May 20, 1938 - 11th

No. 13259.

State of Indiana,
County of Noble, SS:

In the Noble Circuit Court,
In the May Term, 1938.

HOME OWNERS' LOAN CORPORATION,)
PLAINTIFF)
VS)
ERNEST L. KAMMERER, and MABEL)
KAMMERER, his wife)
DEFENDANTS.)

JUDGMENT AND DECREE OF FORECLOSURE.

Comes now, the Plaintiff, Home Owners' Loan Corporation, and it appearing to the satisfaction of the Court by the Sheriff's return on the summons, which summons and return of the Sheriff endorsed thereon, are in the words and figures following, to-wit, (H.I.), that the defendants, Ernest L. Kammerer, and Mabel Kammerer, his wife, have been duly served with more than ten days before the 9th day of May, 1938, being the return date endorsed on Plaintiff's complaint, and the defendants, Ernest L. Kammerer and Mabel Kammerer, failing to appear and be now three (3) times loudly called in open court, come not, but herein wholly make default.

This cause is now submitted to the Court, for trial without the intervention of a jury upon the default of the defendants, Ernest L. Kammerer, and Mabel Kammerer, his wife, and the Plaintiff's complaint herein.

And the evidence being heard, and the Court being fully advised in the premises, finds for the plaintiff and that all the allegations of this complaint are true.

That on the 17th day of December, 1934, the defendants, Ernest L. Kammerer, and Mabel Kammerer, his wife, by their promissory note, promised to pay to the Plaintiff, the sum of two thousand nine hundred sixty (\$2960.00) dollars, said note bearing interest at the rate of five (5%) per cent per annum; that said note provided that if default was made thereon for a period of ninety (90) days, the entire balance of principal and interest, was at the election of the Plaintiff, to become due and payable; that said note provided for reasonable attorney's fees, and is payable without relief from valuation and appraisement laws.

That simultaneously with the execution of said note, said defendants, Ernest L. Kammerer and Mabel Kammerer, his wife, were the record owners of the fee simple title of the following described real estate, located in the city of Kendallville, County of Noble, State of Indiana, to-wit:-

A Part of Lot Number fifteen (15) in Diamond Addition to the City of Kendallville, Indiana, commencing at a point on the West ^{line} ~~end~~ of Clark Street, one hundred ninety five (195) feet North of the South East Corner of said Lot Number fifteen (15), running thence West on a line parallel with the South Line of the said Lot No. fifteen (15) to the East Line of the alley; thence North twelve (12) feet six (6) inches; thence East twenty three (23) feet six (6) inches; thence North twelve (12) feet to North line of the said Lot number fifteen (15); Thence East to the West line of Clark Street; thence South along the west line of Clark Street to the place of beginning; Also, commencing at the South East Corner of Lot Number twenty-nine (29) in Clark's Addition to the town, now City of Kendallville, running thence west along the South line of said Lot No. (29) one hundred seventy-six (176) feet six (6) inches; thence North on a line parallel with the West line of Clark Street, fifteen (15) feet six (6) inches; thence East on a line parallel with the South line of said Lot Number twenty-nine (29) to the West line of Clark Street; thence South to the place of beginning.

That contemporaneously with the execution and delivery of said note, and to secure the payment thereof, said defendants, Ernest L. Kammerer, and Mabel Kammerer, his wife, executed to the Plaintiff, their mortgage on the real estate hereinbefore described, said mortgage being duly recorded on the 27th day of December, 1934, in Mortgage Record No. 90, Page 182 to 185, in the office of the Recorder of Noble County, Indiana.

That plaintiff's mortgage is a first lien on the real estate hereinbefore described, save as to taxes and assessments.

That defendants, and each of them have defaulted and failed to make the payments provided for in said note due to Plaintiff herein for a period of ninety (90) days, and that Plaintiff has heretofore exercised it's option to declare the entire balance of principal and interest due on it's note above described, due and payable and that there is now past due and unpaid on said note, the sum of three thousand, sixty-seven and 31/100 (\$3067.31) dollars, in principal and interest as of this date.

That reasonable attorney's fees for Plaintiff's attorney are one hundred (\$100.00) dollars.

That reasonable attorney's fees for Plaintiff's attorney are one hundred (\$100.00) dollars.

That pursuant to the provisions of the said mortgage, the Plaintiff has advanced nine and 25/100 (\$9.25) dollars, for an extension of an abstract of title, and twenty-nine and 50/100 (\$29.50) dollars in payment of insurance premiums.

That there is interest due on said insurance advanced as of this date in the sum of 33/100 dollars (\$0.33).

That under the terms of said note and mortgage, Plaintiff is entitled to recover the above sums of money advanced, for insurance together with interest thereon, at the rate of five (5%) per cent, and for extension of the abstract of title for said real estate.

That there is now due to Plaintiff herein from the defendants, Ernest L. Kammerer, and Mabel Kammerer, his wife, the total sum of three thousand two hundred six and 39/100 (\$3206.39) dollars, and that the said sum is secured by the mortgage herein described, and is payable without relief from valuation and appraisement laws, and that the Plaintiff is entitled to a judgment for said total amount of said indebtedness against the said defendants, Ernest L. Kammerer and Mabel Kammerer, his wife, plus the costs of this action, 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.

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 thereon.

It is, therefore, ordered, adjudged, and decreed by the court that the Plaintiff recover of and from the Defendants, Ernest L. Kammerer and Mabel Kammerer, his wife, the sum of three thousand two hundred six and 39/100 (\$3206.39) dollars, also it's costs, and charges laid out and expended, and all accruing costs taxed at \$ _____, dollars, without any relief whatever from valuation and appraisement laws; said judgment to bear interest at the rate of five (5%) per cent per annum, from rendition thereof until paid.

It is further ordered, and decreed by the Court that the mortgage sued upon 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 described as follows, to-wit:-

A part of Lot number fifteen (15) in Diamond Addition to the City of Kendallville, Indiana, commencing at a point on the West line of Clark Street, one hundred ninety five (195) feet North of the South East corner of said Lot number fifteen (15) running thence West on a line parallel with the South line of said Lot number fifteen (15) to the East line of the alley; thence North twelve (12) feet six (6) inches; thence East twenty-three (23) feet six (6) inches; thence North twelve feet to the North line of said Lot number fifteen (15); thence East to the West line of Clark Street; thence South along the West line of Clark Street to the place of beginning. Also commencing at the South East corner of Lot number twenty-nine (29) in Clark's addition to the town, now City, of Kendallville, Indiana, running thence West along the South line of said Lot number twenty-nine (29), one hundred seventy six (176) feet six (6) inches; thence North one a line parallel with the West line of Clark Street, fifteen (15) feet six (6) inches; thence East on a line parallel with the South line of said lot number twenty-nine (29) to the West line of Clark Street; thence South to the place of beginning.

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 any other person legally entitled thereto, does not pay to the Clerk of Noble Circuit Court, of Noble County, Indiana, the amount of said judgment, interest and costs rendered in this cause within one (1) year from date of the filing of the complaint herein to-wit, April 11th, 1938, or prior to the issuance by the Clerk to the Sheriff of said decree, the said Clerk upon the filing of a praecipe therefore 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 some daily or weekly newspaper of general circulation, printed and published in the English language, in Noble County, Indiana, the first of which publications shall be published 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 Wayne Township, in said County and State, and at the door of said Noble County Court House, said sale to be made without relief from valuation and 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 all of the right, title, and interest of all persons to this action, and all persons claiming through and 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: 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, to the Clerk of this Court, and 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 the Plaintiff and a deed is delivered to the Plaintiff herein, immediately to place the Plaintiff in possession of said real estate, and shall oust and eject from said premises any other persons in said real estate at the time of said sale, and if any part of said judgment, interest and costs remain unsatisfied after said sale, the sheriff shall forthwith proceed to levy the residue on the other property, real and personal of the defendants, Ernest L. Kammerer, and Mabel Kammerer, 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 20th day of May, 1938


Rob R. McNaghy,

Judge of 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 20th day of May, 1938, 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 21st day of April, 1939.


Harold 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, Ernest L. Kammerer and Mabel Kammerer, 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 21st day of April, 1939.


Harold Curtis
Clerk Noble Circuit Court.

In the Noble Circuit Court, May Term, 1938.

No. 13259. Home Owners' Loan Corporation)	
vs)	Fcl. Mtg.
Ernest L. Kammerer, and Mabel)	
Kammerer, his wife.)	

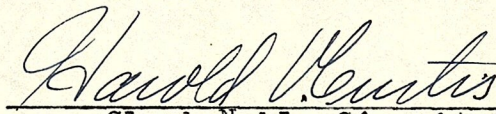
STATEMENT OF COSTS.

Clerk's costs	\$10.00
Docket fee.....	2.00
Sheriff's fee.....	<u>3.45</u>
	\$15.45

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 21st day of April, 1939.



 Clerk Noble Circuit Court.

No. 3063.

In the Noble Circuit Court
May Term, 1938.

No. 13259. H.O.L.C.

VS

Ernest L. Kammerer, et al.

Judge. favor plfff. for....\$3206.39
Int. to issue..5%..... 146.95
Costs to issue..... 15.45

\$3368.79

Judge. favor plfff for \$3206.39, fore-
closure of mortgage and sale of real es-
tate. Personal judgment vs. Ernest L.
and Mabel Kammerer.

O. B. 72 P. 556 J. D. 16 P. 163
E. D. 32 P. 43 Ex. D. 12 P. 12

FILED
JUL 6 - 1938
CLERK NOBLE CIRCUIT COURT

Handwritten signature
CLERK NOBLE CIRCUIT COURT

Claud V. Barker, Atty for plfff.

FILED
JUL 6 - 1938
CLERK NOBLE CIRCUIT COURT

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Judgment 3206.39
Int to date of sale 169.22
Costs to issue 15.45
Sheriff Costs on sale 38.09

3429.15

Sheriff Costs
mileage 2.60
service 40
O&R 20
Printers fees 14.27
Comm. 19.62
Sheriff Deed 1.00
\$38.09

3206.39
169.22
3368.79

160.32
12/10/38
1336

1939-6-10
1938-5-20
1-0-20

13.36
4.45
8.90