

State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No. 13474. Franklin Security Company	)	
vs	)	Fcl. Chattel Mtg.
Earl Grossman and Wilma Grossman	)	

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 George L. Foote, Judge pro tem 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:

January 24, 1939. -20th day-

No. 13474. Franklin Security Company  
vs  
Earl Grossman and Wilma Grossman

)  
) On note & Fcl. Mtg.  
)

Comes now the plaintiff by R. W. Probst, attorney, 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 the Sheriff thereon endorsed, and the court now finds, that said defendants have been duly and legally served with due and legal summons in this cause more than ten days prior to the 20th day of January, 1939, 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 there being no appearance by, or on behalf of said defendants, thereupon, on motion of said plaintiff, said defendants are three times duly called in open court, comes not but herein wholly makes default. And now 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 of the statements and averments of its said complaint herein are true and fully proven; that there is due said plaintiff from said defendants Earl Grossman and Wilma Grossman on the note sued upon herein the sum of Three hundred one and 58/100 dollars (\$301.58) without relief from valuation and appraisement laws, and that that the same is secured by the chattel mortgage sued upon herein upon the personal property therein described; that said plaintiff is entitled to have a personal judgment accordingly against said defendants, Earl Grossman and Wilma Grossman for the said sum so found to be due it as aforesaid, together with its costs herein expended, and that said plaintiff is also entitled to and should have its said chattel mortgage foreclosed and the personal property therein described, or so much thereof as may be necessary, sold to pay its said judgment and costs.

It is now therefore considered and adjudged by the court that said plaintiff, Franklin Security Company do have and recover of and from said defendants, Earl Grossman and Wilma Grossman, the sum of Three hundred one and 58/100 dollars (\$301.58), so found to be due it herein from said defendants as aforesaid, and also all its costs in this cause expended, taxed at        dollars and        cents, said judgment to draw interest at the rate of six per cent per annum from this date until paid, all without any relief from valuation and appraisement laws. And it is further considered, ordered, adjudged and decreed by the court that plaintiff's said chattel mortgage, sued upon herein, be, and the same hereby is, foreclosed upon all the personal property therein described, and that upon default in the payment of plaintiff's said mortgage debt and costs, or any part thereof, before the time fixed for sale, all of the personal property described in said chattel mortgage sued upon herein, executed by said defendants, Earl Grossman and Wilma Grossman to said plaintiff, Franklin Security Company on the 5th day of May, 1937, and which said personal property is therein described as follows, to-wit: One occasional chair; one mohair 2 piece living room suite, consisting of davenport and chair; one fl or lamp and shade; one Philco electric, 7 tube, all wave radio; One oak rocker; One 9X 12 axminster rug; one oak library table; One small couch; One oak buffet with mirror; Six oak dining chairs; One round oak dining table; one Horton electric washing machine; One new Perfection oil stove; one square wood table; two oak dressers; one dressing table with long mirrors; all pictures and frames; all curtains and shades; all dishes and cutlery; all glassware, chinaware, silverware; all cooking and washing utensils; and all other household goods of every description now owned by the mortgagor herein and kept at their residence in Noble County, Indiana; or so much thereof as may be necessary for that purpose, shall be sold as provided by law by the Sheriff of Noble County in the State of Indiana, in like manner as other personal property is sold upon executions issued upon judgments at law, after first giving due notice thereof as provided by law,

upon a duly certified copy of the judgment and decree herein, and a due order of sale and execution, issued under the hand of the Clerk and the seal of this court; that such sale be made without any relief whatever from valuation and appraisement laws, and that the proceeds arising therefrom shall be applied as follows, to-wit: First, to the payment of all costs accrued in this cause including the costs of such sale; Second, to the payment of plaintiff's said mortgage debt and judgment, principal and interest, and Third, the overplus, if any remaining, shall be paid to said defendant or defendants or to the party or parties thereto entitled by law.

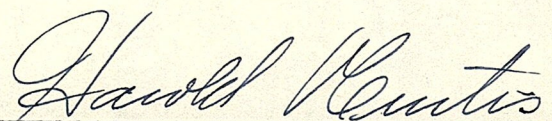
And it is further considered, ordered, adjudged and decreed by the court that upon the final consummation of such sale and the completed delivery by the Sheriff to the purchaser or purchasers of said property so sold, all the rights, titles, interests, claims and equity of redemption of said defendants, and each and both of them, and all persons claiming from, under or through them, or either of them, in and to said property so sold and delivered shall be absolutely and forever barred and foreclosed.

State of Indiana,

Noble County, SS:

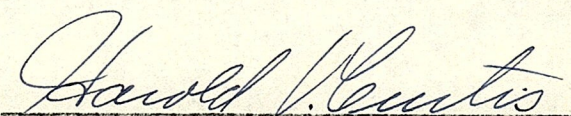
I, Harold V. Curtis, Clerk of the Noble Circuit Court of Noble County, in the State of Indiana, do hereby certify that the attached and foregoing is a full, true and complete copy of the proceedings had and of the findings, judgments, decrees and orders of sale made, rendered and entered in and by said 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 17th day of February, 1939.

  
Clerk Noble Circuit Court.

You are therefore commanded, after giving the notice required by law, to sell the said personal property 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 same 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 17th day of February, 1939.

  
Clerk Noble Circuit Court.

In the Noble Circuit Court, January Term, 1939.

No. 13474. Franklin Security Company )  
vs ) Fcl. Chattel Mtg.  
Earl Grossman and Wilma Grossman )

### STATEMENT OF COSTS.

Clerk's costs.....	\$9.50
Sheriff's fees.....	4.10
Docket fee.....	<u>2.00</u>
	\$15.60

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 17th day of February, 1939.

Harold R. Rustis  
Clerk Noble Circuit Court.

NO 13474.

Franklin Security Company

vs

Earl Grossman and Wilma Grossman

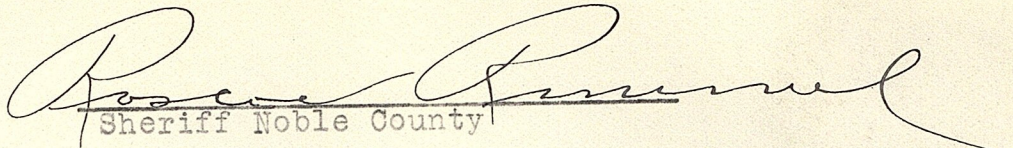
Fcl. Chattel Mtg.

By agreement of Parties the Sheriff does now, without notice, sell all the property described in said order of sale to the defendants at and for the sum of Sixty (\$60.00) dollars and said defendants by agreement of all parties, does now pay said sum to the Sheriff of Noble County and said sheriff does now set over unto the defendants all the personal property described in said order of sale, the same to be clear and free from any and all liens of the plaintiff herein, and said sheriff by agreement does now apply said \$60.00 on said order of sale, first to costs and the residue on the judgement and this writ is now returned partially satisfied this 22nd day of May 1939.

Fees

Mileage-----	\$2.60
Service-----	.40
Docket & Return-----	.20
Costs to Issue-----	15.60
	<u>\$18.80</u>

Amount received from sale	\$60.00
Total costs-----	<u>18.80</u>
Balance for plaintiff	41.20
Amount paid to Clerk---	\$60.00

  
Sheriff Noble County

No. 3054

*Recorded*

In the Noble Circuit Court,  
January Term, 1939

No. 13474. Franklin Security Co.

vs

Earl Grossman et al.

Judg. favor plttf. for.....	\$301.58
Interest to issue..6%.....	1.07
Costs to issue.....	15.60
	<u>\$318.25</u>

Judg. favor Pltff for \$301.58, foreclosure of mortgage and sale of personal property.

O. B. 73 P. 267 J. D. 17 P. 96  
E. D. 32 P. 258 Ex. D. 12 P. 3

**FILED**  
MAY 22 1939

*Harold Probst*  
CLERK NOBLE CIRCUIT COURT

R. W. Probst, Atty for plttf.

*by Order of Attorney Probst*  
*will take \$8.00*