

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 of action wherein The Prudential Insurance Company of America, a Body Corporate, is plaintiff, and Grace L. Emmert, O. Roy Emmert, Howard Emmert, Gwendolyn Emmert, Arthur Emmert, Minnie Emmert, Evelyn Emmert Eash, David Eash, Vera Emmert, Velma Emmert, Paul Emmert, and Harvey C. Plank as Receiver of The State Bank of Topeka are defendants, being Civil Cause No. 13451 in said Court, requiring me to make the following sum, to-wit:- For the plaintiff, The Prudential Insurance Company of America, a Body Corporate, the sum of Six Thousand, three hundred forty-two Dollars and sixty-eight cents (\$6342.68), together with interest and costs of 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 Friday, April 28th., 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, the rents and profits for a term not exceeding seven years of the following described real estate, situated in Noble County, in the State of Indiana, to-wit:- The West Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ); the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ); the Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ); the North Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) all in Section Five (5), Township Thirty-five (35) North, of Range Nine (9) East of the Second Principal Meridian, containing in the aggregate one hundred twenty (120) 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 Appraisal Laws.

ROSCOE RIMMEL,  
Sheriff of Noble  
County, Indiana

R. S. Emerick, Atty.  
for Plaintiff.

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 30th of March  
and the 6th & 13th  
of April, 1939.

Signed B. R. Matteson

Subscribed and sworn to before me this 14th day of  
April 1939.  
Harold W. Curtis  
Clerk—Notary Public

My Commission Expires 19

Printer's fees, \$ 1.80



SHERIFF'S CERTIFICATE OF SALE

I, Roscoe Rimmel Sheriff of Noble County, in the State of Indiana, certify that I have this day sold by virtue of an order of sale and decree to me directed from the Clerk of the Circuit Court of Noble County, Indiana, issued on the 25th day of March, 1939 in a case wherein The Prudential Insurance Company of America, a Body Corporate was plaintiff and Grace L. Emmert, et al. were

defendant wherein judgment was rendered on the 18th day of March, 1939 for the sum of Six thousand, three hundred, forty-two dollars and sixty-eight cents, principal and interest to date of judgment, and the further sum of Twenty-seven dollars and ninety-five cents, costs accrued to that date, upon which there has accrued Fifty-six dollars and thirty-nine cents interest and Fifty-seven dollars and forty-five cents costs making in all ninety-nine dollars and seven cents principal and interest, and Eighty-five dollars and forty cents cost to date of sale; making total amount due Six thousand, four hundred, eighty-four dollars and forty-seven cents

And the said Roscoe Rimmel as Sheriff aforesaid, advertised for sale, according to law, or never said Grace L. Emmert; Howard Emmert; Arthur Emmert; Evelyn Emmert Eash; Vera Emmert; O. Roy Emmert; Velma Emmert and Paul Emmert on the 30th day of March

1939, to-wit: The West Half (1/2) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4); the Southwest Quarter (1/4) of the Northwest Quarter (1/4); the Northwest Quarter of the Southwest Quarter (1/4); the North Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4), all in Section Five (5), Township T.irty-five (35) North, of Range Nine (9) East of the second Principal Meridian, containing in the aggregate one hundred twenty (120) acres, more or less;

And said sale was set for the 28th day of April, 1939 and the said Roscoe Rimmel Sheriff as aforesaid, did upon said day, between the hours prescribed by law, at door of the Court House of Noble County, offer for sale at public auction,

(Over)

SHERIFF'S

CERTIFICATE OF SALE

Sheriff Noble County TO

CERTIFICATE OF SALE

SHERIFF

By Deputy

April 28 1939

Sheriff of Noble County

aforesaid. paying the purchase money, with interest at eight per centum per annum, before the expiration of one year from date of sale premises in one year from date of sale, if the same is not redeemed by the defendant or any other person entitled thereto, the purchaser of said real estate as aforesaid, to deed in fee-simple to said a Body Corporate The Prudential Insurance Company of America, The aforesaid certificate will entitle the said The Prudential Insurance Company of America, paid the amount so bid by \$4,400. The Prudential Insurance Company of America, a Body Corporate it being the highest and best bidder therefore, and that being the highest and best price paid for the same; and the said The Prudential Insurance Company of America, a Body Corporate struck off to the said The Prudential Insurance Company of America, a Body Corporate having bid the sum of Six thousand, two hundred, eighty-four dollars and forty-seven cents, and no persons bidding more, the same was, in due form openly and there offer for sale at public auction the fee-simple of said real estate, and The Prudential Insurance the rents and profits of said real estate for a term not exceeding seven years, and having received no bid therefore, he did then



RETURN ON ORDER OF SALE.

AND on the 30th day of March 1939, in pursuance to the command of this order and decree I advertised the Real Estate herein described for sale at the Court House Door of Noble County, Indiana, on the 30th day of March 1939, by publication in the Noble County Democrat a weekly and daily newspaper of general circulation printed and published in the Town of Albion 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, which said notices so published were published on the 30th day of March, and 6th and 13th days of April, 1939 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: April 28th 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.

Mileage-----	3.90
Service-----	.40
Docket & Return-----	.20
Certificate-----	1.00
Commission-----	33.93
Court Costs-----	27.95
Advertising-----	18.02
Total-----	\$85.40

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 order and decree of America, a Body Corporate and The Prudential Insurance Company bid therefor Six thousand, two hundred, eighty-four and 47/100 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 Prudential Insurance Company of America, the same was openly struck off and sold to a Body Corporate 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, bearing even date herewith. Paid over to plaintiff, as per its receipt hereon Six thousand, one hundred, ninety-nine and 07/100 DOLLARS. Paid over to Clerk Eighty-five and 40/100 dollars, original costs, and retained None dollars, my fees, Printer fee.

Done April 28 19 39

Roscoe Russell Sheriff Deputy



State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No. 13451. The Prudential Insurance Co.  
of America

vs

Grace L. Emmert, O. Roy Emmert,  
Howard Emmert, Gwendolyn Emmert,  
Arthur Emmert, Minnie Emmert,  
Evelyn Emmert East,  
David Eash, Vera Emmert,  
Velma Emmert, Paul Emmert,  
Harvey C. Plank as Receiver of  
The State Bank of Topeka

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

Be it remembered, that on the 18th day of March, 1939, the same  
being the 12th 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, 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 Judge March 25 1939  
is Exempt from Intangibles  
Tax by reason of:  
Having Actual Business Situs outside Indiana  
Being Specifically Exempted under Sec. 1 (b)

Harold Ventis  
Clerk of Noble Circuit Court



No. 13451. The Prudential Insurance Co,  
of America

vs

Grace L. Emmert, O. Roy Emmert,  
Howard Emmert, Gwendolyn  
Emmert, Arthur Emmert, Minnie  
Emmert, Evelyn Emmert Eash,  
David Eash, Vera Emmert,  
Velma Emmert, Paul Emmert,  
Harvey C. Plank as Receiver of  
The State Bank of Topeka

Foreclose mortgage.

Comes now said plaintiff by R. S. Emerick, 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 of Elkhart County thereon endorsed, and the court now finds that the defendants, Grace L. Emmert, Vera Emmert, Velma Emmert, Paul Emmert, O. Roy Emmert, Evelyn Emmert Eash, David Eash, to this cause of action and said complaint have been duly and legally served with due and legal summons in this cause more than days prior to the 28th day of January, 1939, the return day of said summons which said summons and return thereon endorsed are severally in the following words and figures to-wit: (here insert)

Comes now the plaintiff by counsel 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 of LaGrange County thereon endorsed, and the court now finds that the defendants, Howard Emmert, Gwendolyn Emmert, Harvey C. Plank as Receiver of the State Bank of Topeka, to this action and said complaint have been duly and legally served with due and legal summons in this cause more than ten days before the 2nd day of January, 1939, the return day of said summons, which said summons and return thereon endorsed are severally in the following words and figures, to-wit: (here insert)

Comes also said plaintiff by counsel 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 of Noble County thereon endorsed, and the court now finds that the defendants, Arthur Emmert and Minnie Emmert, to this action and said complaint have been duly and legally served with due and legal summons in this cause more than ten days before the 2nd day of January, 1939, the return day of said summons, which said summons and 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, any of the defendants to this action and said complaint except the appearance by the State Bank of Topeka, thereupon, on motion of said plaintiff, each and ALL the defendants of this action and said complaint, other than the defendant who so entered its appearance, are each and severally three times duly called in open court, come not, but herein each wholly make default. And on motion of said plaintiff, this cause is now submitted to the court for trial without 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 allegations of its said complaint herein contained are true and fully proven; that there is due said plaintiff from said defendants on the note and mortgage sued upon herein, and set out and described in plaintiff's complaint the sum of ~~Five~~ thousand three hundred forty two and 68/100 dollars (\$6342.68) 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 all situate in Noble County, Indiana, to-wit: The West half of the Southeast quarter of the Northwest quarter; the Southwest quarter of the Northwest quarter; the Northwest quarter of the Southwest quarter; the North half of the Southwest quarter of the Southwest quarter, all in Section five (5) Township thirty five (35) North of Range nine (9) East of the Second Principal Meridian, containing in the aggregate one hundred twenty (120) 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 Co. of America do have and recover herein from said defendants, Grace L. Emmert, O. Roy Emmert, Howard Emmert, Gwendolyn Emmert, Arthur Emmert, Minnie Emmert, Evelyn Emmert Eash, David Eash, Vera Emmert, Velma Emmert, Paul Emmert, Harvey C. Plank as Receiver of the State Bank of Topeka, the sum of Six thousand three hundred forty two and 68/100 dollars, 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 eight (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 on all the real estate hereinbefore 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 described as to and against each and all of the defendants to this cause of 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 and beingsituate in Noble County, Indiana, to-wit:

The West half of the Southeast quarter of the Northwest quarter; the Southwest quarter of the Northwest quarter; the Northwest quarter of the Southwest quarter; the North half of the Southwest quarter of the Southwest quarter, all in Section five (5) Township thirty-five (35) North of Range nine (9) East of the Second principal Meridian, containing in the aggregate one hundred twenty (120) acres, more or less; or so much thereof as may be necessary, and all the rights, titles, interests and claims of the defendants to this cause of action and each of them, and all persons claiming from, under or through them, or any of them, in and to the same, shall be sold as provided by law by the Sheriff of said Noble County upon a duly certified copy of the judgment, order and decree herein under the hand of the Clerk and the seal of this court, after first duly advertising the same as provided by law, in like manner as lands are sold upon execution issued upon judgments at law for the payment of plaintiff's said mortgage debt and costs; 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 of action including the costs of such sale; Second, to the payment of



said mortgage debt and judgment, principal and interest of said plaintiff and Third, the overplus, if any remaining, shall be paid 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 the sale herein ordered and the completed conveyance by the Sheriff to the purchaser or purchasers of the real estate so sold, all the rights, titles, interests, claims and equity of redemption of the defendants to this action and each and every one of them, and of all persons claiming from, under or through them, or any of them, in and to said real estate so sold and conveyed, shall be completely and absolutely and forever barred and foreclosed.

All of which is ordered, adjudged and decreed by the court.



State of Indiana,

Noble County, SS:

I, Harold V. Curtis, Clerk of the Noble Circuit Court of Indiana, do hereby certify that the attached and foregoing is a full, true and complete copy of \_\_\_\_\_, 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 18th 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 25th day of March, 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 25th day of March, 1939.

*Harold V. Curtis*

\_\_\_\_\_  
Clerk Noble Circuit Court.



In the Noble Circuit Court, March Term, 1939.

No. 13451.	The Prudential Insurance Co.	)	
	of America	)	
	vs	)	To fal. Mtg.
	Grace L. Emmert, et al.	)	

STATEMENT OF COSTS.

Clerk's costs.....	\$10.00
Sheriff's fee.....	3.90
Docket fee.....	2.00
Foreign Sheriffs' fees.....	<u>12.05</u>
	\$27.95

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 25th day of March, 1939.

Harold V. Curtis  
Clerk Noble Circuit Court.



No. 3062

*Received*

In the Noble Circuit Court  
March Term, 1939.

No. 13451. The Prud. Ins. Co.

vs

Emmert, et al.

Judge. favor Pltff for.....	\$6342.68
Int. to issue ..8%	9.87
Costs to issue.....	27.95

\$6360.50

Judge. favor pltff for \$6342.68, fore-  
closure of mortgage and sale of real  
estate.

O. B. 73 P. 349	J. D. 17 P. 71
E. D. 32 P. 235	Ex. D. 12 P. 11

FILED

MAY 3-1939

*Harold H. Haverly*  
CLERK NOBLE CIRCUIT COURT

R. S. Emerick, Atty for Pltff.

*May 3-1939*