

# NOTICE OF SHERIFF'S SALE

Notice is hereby given that by virtue of an order of sale on decree to me directed by the Clerk of Noble Circuit Court of Noble County, Indiana, in Cause No. 3059, wherein Daniel Shank Lumber Company, Incorporated, is plaintiff, and The First Federal Savings and Loan Association of Angola, Indiana, a corporation, Dudley W. Gleason, Nora Maxfield, Emery Ziegler, Ethel Zeigler, Charles W. Green, Harry Maxfield, are defendants requiring me to make the sum of Two Thousand Five Hundred Ninety-Seven and 94/100 (\$2,597.94) Dollars together with interest on said decree and the cost of this action, I will offer at public auction at the front door of the court house in Angola, Steuben County, Indiana, between the hours of ten o'clock a. m. and four o'clock p. m. on **Saturday, the 22nd day of April, 1939, the rents and profits** for a term not exceeding seven years of the following described real estate in Steuben County, State of Indiana, to-wit:

A piece of land commencing on the one-eighth line, extending east and west through the south one-half (1/2) of section thirty-five (35) in township thirty-seven (37) north, range thirteen (13) east, Steuben County, Indiana, on the north line of land owned by Frank E. Jackson and Frank Gilmore at a point in the center of the highway known as old U. S. Twenty-Seven (27); thence south along the center of said highway nineteen and one-half (19 1/2) rods; thence due west to the center of the new highway U. S. Twenty-Seven (27) thence in a north-easterly direction along the center of said new Federal Highway number Twenty-seven (27) to the said one-eighth line (1/8); thence due east to the place of beginning.

If such rents and profits shall not sell for a sufficient sum to satisfy said decree, interest and cost, I will, at the same time and place aforementioned, offer at public sale the fee simple of said described real estate, or as much thereof as may be necessary to satisfy said decree, interest and costs. Said sale will be made without relief from valuation and appraisement laws of the State of Indiana.

BEN H. JAMES, Sheriff  
of Steuben County, Ind.  
Willis K. Batchelet, Dan M. Loomis  
Attorneys for Plaintiff.

## PROOF OF PUBLICATION

State of Indiana, Steuben County, ss:

I, Esther M. Oswald, Clerk of the Steuben Printing Co.,

publishers of **The Steuben Republican**, a weekly newspaper printed and published at Angola, in said county and state, do solemnly swear

that the notice, a true copy of which is hereto attached, was published in said newspaper for three weeks consecutively, to-wit:

On the 22nd & 29th days of March and the 5th day of April 1939

Esther M. Oswald

Subscribed and sworn to before me this 6 day of April 1939

Printer's Fee \$ 20<sup>63</sup> XX

RECEIVED  
PAYMENT  
APR 27 1939

STEUBEN PRINTING CO.

By E. M. O.



RETURN ON ORDER OF SALE

And on the 22nd day of March, 1939, in pursuance of the command of this Noble Co. Court I advertised the Real Estate herein described for sale at the door of the Court House of Steuben County, Indiana, on the 22nd day of April 1939, by publication in the Steuben Republican a weekly newspaper of general circulation, printed and published in the City of Angola, in said county, and nearest where said real estate is situate, for more than three weeks successively, immediately before the day of sale, and by posting up a notice thereof at the door of the Court House of said county, and by posting up like notices thereof at three public places in the township where said real estate is situate, which was done more than twenty days immediately preceding the day of sale; a copy of said notice being hereto attached and made a part of this return.

And on the day set for the sale of said real estate, to-wit, April 22nd, 1939, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the door of the Court House of said county, I first offered to the highest and best bidder, for cash in hand, the rents and profits for a period not exceeding seven years, by the year, of the following described real estate, to-wit: (A piece of land commencing on the one-eighth line, extending east and west through the south one-half (1/2) of section thirty-five (35) in township thirty seven (37) north, range thirteen (13) east, Steuben County, Indiana. E. on the north line of land owned by Frank Jackson and Frank Gilmore at a point in the center of the highway known as old U.S. twenty-seven (27) thence south along the center of said highway nineteen and one-half (19 1/2) rods, thence due west to the center of the new highway U.S. twenty-seven (27) thence in a north-easterly direction along the center of said new Federal Highway number twenty-seven (27) to the said one-eighth line 1/8 thence due east to the place of beginning.

Ben H. James Sheriff  
Steuben Co. Ind

described and First Federal and Loan Association of Angola, and Daniel Shank Lumber Company, Incorporated. And Fifty Two Cents (\$2755.52) bid therefor. Two thousand Seven hundred Fifty Five and Fifty Two Cents and that being the highest and best bid then and there offered, the same was openly struck off and sold to First Federal Savings and Loan Assn. of Angola, and Daniel Shank Lumber Company, Incorporated, as tenants in common for that 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 him, as per receipt hereon, I executed to him my certificate of purchase, bearing even date herewith.

Paid over to Ben H. James Sheriff of Steuben County, Indiana.

as per receipt hereon.

Paid to Clerk, original costs. Harold V. Curtis.

Paid to Steuben Printing Co., Printers.

Paid to Harold V Curtis For Charles Green Mortgage

Retained, Sheriff's costs Ben H. James

As per receipts—total \$ 146.40

Ben H. James Sheriff

Deputy.

Done April, 22. 1939

Received of First Federal Savings and Loan Assn. of Angola, the sum of \$ 146.40 this 22nd day of April. 1939

Sheriff

Ben H. James Received of Daniel Shank Lumber Company, Incorporated, the sum of \$ 20.63 this 22nd day of April. 1939

By Attorney

Ben H. James Received of Daniel Shank Lumber Company, Incorporated, the sum of \$ 20.63 this 22nd day of April. 1939

Printer

Ben H. James Received of Daniel Shank Lumber Company, Incorporated, the sum of \$ 108.54 as court costs this 22nd day of April. 1939

Charles Green Mortgage, \$36.84 To be paid by Harold V. Curtis Clerk

Clerk

Ben H. James Received of Daniel Shank Lumber Company, Incorporated, the sum of \$ 108.54 as attorney fees this 22nd day of April. 1939

Attorney



State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No. 13332. Daniel Shank Lumber Company, Inc.,  
vs  
The First Federal Savings and Loan  
Association of Angola, Indiana,  
a corporation  
Dudley W. Gleason  
Nora Maxfield  
Emery Zeigler  
Ethel Zeigler  
Charles W. Green  
Harry Maxfield

The State of Indiana, to the Sheriff of Steuben County, Indiana,  
Greeting ;

Be it remembered, that on the 12th day of January, 1939, the same being the 10th 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:

Intangibles Tax Paid March 17 1939  
in sum of Mar. 4 1939  
On account of this 85 Cents  
Judge  
Harold Hunt  
Clerk of Noble Circuit Court



No. 13332

Daniel Shank Lumber Company, Inc.,

vs

Rex Emerick, Special Judge.

The First Federal Savings and Loan  
Association of Angola, Indiana,  
a Corporation

Dudley W. Gleason  
Nora Maxfield  
Emery Zeigler  
Ethel Zeigler  
Charles W. Green  
Harry Maxfield

Comes now the plaintiff herein by D. M. Link and Willis K. Bachelet its attorneys.

Comes also First Federal Savings and Loan Association of Angola, Indiana, by H. Lyle Shank and Edgar W. Atkinson its attorneys.

Comes also Charles W. Green by Maurice McClew his attorney.

Come also Emery Zeigler and Ethel Zeigler and Nora J. Maxfield by D. W. Gleason their attorney.

Comes also D. W. Gleason in person.

The court now finds that the defendant Harry Maxfield has been duly served with process herein more than ten days prior hereto and to the return date on the writ as appears in the summons issued herein and the sheriff's endorsement thereon, which summons and endorsement is in the words and figures following to-wit: (HI) Upon motion the said defendant Harry Maxfield is now three times called in open court and comes not but herein wholly makes default.

The cross-complainant, Charles W. Green, now files reply in one paragraph to the second paragraph of answer of Zeigler, Zeigler, Maxfield and Gleason, which reply is in these words: (HI)

The issues being joined, this cause is now submitted to the court for trial without the intervention of a jury upon the plaintiff's complaint, upon the cross-complaint of the First Federal Savings and Loan Association of Angola, Indiana, and upon the cross-complaint of Charles W. Green and after hearing the evidence and being sufficiently advised in the premises, the court finds for the plaintiff upon its complaint, that all of the material allegations therein contained are true and proven and that the said plaintiff is entitled to a judgment against the defendant Nora J. Maxfield in the sum of Ten Hundred eighty-eight dollars thirty-two cents (\$1088.32).

The court further finds that said plaintiff has and holds a valid and subsisting lien on the real estate described in the plaintiff's said complaint and that it is entitled to have its said lien foreclosed as against all of the defendants.

The court further finds for the cross-complainant, First Federal Savings and Loan Association of Angola, Indiana, upon its cross-complaint; that the material allegations therein contained are true and proven and that the said cross-complainant is entitled to have and recover of and from the defendants Emery Zeigler and Ethel Zeigler the amount of \$1478.47, without relief from valuation and appraisement laws.

The court further finds for the said cross-complainant First Federal Savings and Loan Association of Angola, Indiana, that it has a valid and subsisting mortgage lien on the real estate described in the cross-complaint and that it is entitled to have said mortgage foreclosed as against all of the defendants to said cross-complaint.

The court further finds for the cross-complainant Charles W. Green on his cross-complaint, that the material allegations therein contained are true and proven and that said cross-complainant is to have and recover from and of the defendant Nora J. Maxfield the sum of



The court further finds that the said cross-complainant Charles W. Green has a valid and subsisting lien on the real estate described in his cross-complaint for the said sum of \$36.25 and that he is entitled to have said lien foreclosed as against all of the defendants to said cross-complaint.

The court further finds that the plaintiff's said lien and the lien of the defendant First Federal Savings and Loan Association of Angola, Indiana, and of Charles W. Green are of equal rank and that none of said liens should take priority over any other of said liens.

It is further considered, adjudged and decreed by the court that the plaintiff Daniel Shank Lumber Company, Inc., do have and recover of and from the defendant Nora J. Maxfield the sum of \$1088.32.

It is further adjudged and decreed by the court that the cross-complainant First Federal Savings and Loan Association of Angola, Indiana, do have and recover of and from the defendants Emery Zeigler and Ethel Zeigler the sum of \$1478.47, all without relief from valuation and appraisement laws.

It is further adjudged and decreed by the court that the cross-complainant Charles W. Green do have and recover of and from the defendant Nora J. Maxfield the sum of \$36.25.

It is further considered, adjudged and decreed by the court that the liens of the plaintiff, Daniel Shank Lumber Company, Inc., and the cross-complainant, Charles W. Green, be foreclosed and said property sold upon a certified copy of this decree as upon execution.

It is further adjudged and decreed that the cross-complainant's, First Federal Savings and Loan Association of Angola, Indiana, mortgage be foreclosed and the equity of redemption of each of the defendants be forever barred and foreclosed and that the real estate described in the cross-complaint, to-wit:

A piece of land commencing on the one-eighth line, extending east and west through the south one-half ( $\frac{1}{2}$ ) of section thirty-five (35) in township thirty seven (37) north, range thirteen (13) east, Steuben County, Indiana on the north line of land owned by Frank E. Jackson and Frank Gilmore at a point in the center of the highway known as old U. S. Twenty-seven (27); thence south along the center of said highway nineteen and one-half ( $19\frac{1}{2}$ ) rods; thence due west to the center of the new highway U. S. Twenty-seven (27) thence in a north-easterly direction along the center of said new Federal Highway number twenty-seven (27) to the said one-eighth line ( $\frac{1}{8}$ ); thence due east to the place of beginning; be sold upon a certified copy of this decree as real estate is sold upon execution, but that no process shall issue for the sale of said real estate until the expiration of one year from the date of the filing of said cross-complaint, to-wit: March 12, 1938; and that the proceeds of such sale be applied, first: to the payment of the costs of this action and of such sale; second, to the payment of the lien of the plaintiff and of the cross-complainant First Federal Savings and Loan Association of Angola, Indiana, pro rata according to the several amounts herein adjudged to be due each of said lien holders, and third, the balance-if any- to be paid to the clerk of this court, to be paid to the person or persons entitled thereto.

It is further adjudged and decreed that a receiver should be appointed to take charge of said real estate until the equity of redemption is extinguished as provided by law and until further order of court.

The court now appoints Frank E. Jackson as receiver and his bond is fixed at One Hundred Dollars (\$100.00) with H. Lyle Shank and Willis K. Batchelet as sureties thereon, whose bond is now filed, is examined and approved and is in these words and figures: (H.L.) The said receiver is now duly sworn as provided by law and is ordered to take charge of said real estate, rent the same, preserve said property and account to this court as provided by law.

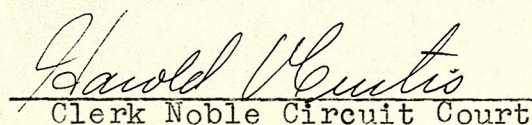


State of Indiana,

Noble County, SS:

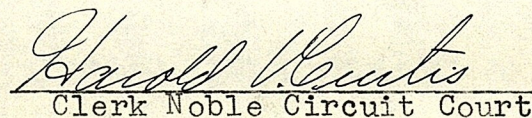
I, Harold V. Curtis, Clerk of the Noble Circuit Court of Noble County in the State of Indiana, do hereby certify that the attached and foregoing is a full, true and complete copy of the proceedings had and of the findings, judgments, decrees and orders of sale made, rendered and entered in and by said court in said cause on said 12th day of January, 1939, as the same appears of record in my office and 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 18th day of March, 1939.

  
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 indorsed 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 18th day of March, 1939.

  
Clerk Noble Circuit Court



In the Noble Circuit Court, January Term, 1939.

No. 13332. Daniel Shank Lumber Company, Inc.

vs

The First Federal Savings and Loan  
Association of Angola, Indiana,  
a corporation, et al

STATEMENT OF COSTS

Clerk's costs.....	\$10.00
Dockett's fee.....	2.00
Witness fee.....	42.00
Transcript fee.....	2.00
Steuben County costs.....	<u>15.70</u>
	\$71.70

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 18th day of March, 1939.

Harold V. Curtis  
Clerk Noble Circuit Court.



#3059

*Revised*

In the Noble Circuit Court  
January Term, 1939

No. 13332. Daniel Shank Lumber Co. Inc.

vs

The First Federal Savings  
and Loan Association of  
Angola, Ind. a corp. et al

Judge. favor Nora Maxfield \$1088.32  
Int. to issue..6%..... 11.78

Judge. favor Emery Zeigler 1478.47  
Int. to issue...6%..... 16.00

Judge. favor Chas. W. Green 36.25  
Int. to issue...6%..... .39

Costs to issue 71.70

\$2702.91

**FILED**  
APR 28 1939

*Harold H. Stewart*  
CLERK NOBLE CIRCUIT COURT

O. B. 73 P. 240 J. D. 17 P. 31  
E. D. 32 P. 116 Ex. D 12 P. 8

**FILED**  
APR 28 1939

Dan M. Link, Atty for Pltff.

*Harold H. Stewart*  
CLERK NOBLE CIRCUIT COURT