

SHERIFF'S DEED.

This indenture, made this 10th day of August, 1929 between John Singleton, Sheriff of Noble County, in the state of Indiana, of the first part, and Charles Harshbarger, of the same county and state of the second part witnesseth:

That whereas, at the January term of the Noble Circuit Court, 1927, Jesse H. Briggs recovered judgment by said court in a certain action therein against Andrew Fulk, the sum of Three Hundred forty-eight dollars and twenty-two cents, for his damages, and also the sum of thirty-three dollars and two cents for his costs in that behalf expended, all without any relief whatever from valuation and appraisement laws, as by the record thereof remaining in said court more fully appears;

And whereas afterwards, to-wit on the 12th day of June, 1928, a writ of execution was duly issued on said judgment, under the seal of said court, attested by the clerk thereof, which was directed to the sheriff of the County of Noble, by which writ said sheriff was commanded to levy said sums of money of the property of the defendant in said county subject to execution, and that he should have such money at the clerk's office, according to law, to satisfy said judgment interest and costs; and and also should in like manner make all ~~paying~~ Accruing costs thereon, and that he should make due return of said writ to the clerk's office within one hundred and eighty days from the date of same;

And whereas, said writ of execution, on the said 12th day of June, 1928, came to the hands of John Singleton, then the sheriff of said county, to be executed, and he, as such sheriff, on the 13th day of June, 1928, levied said writ of execution on the following described real estate in the county of Noble, in the State of Indiana, to-wit: The undivided one third of the undivided two-thirds of the east half of the south east quarter of Section thirty, Township thirty-three North, of Range eleven east, being seventeen and seventy-seven hundredths acres in Noble County, State of Indiana.

And the said John Singleton, as sheriff aforesaid, having legally advertised the same, did on the 21st day of July, 1928, at the court house door in the town of Albion, in the county aforesaid, and state of Indiana, between the hours prescribed by law, at public auction, first expose for sale the rents and profits for a term not exceeding seven years, by the year, of the interest of Andrew Fulk in and to said real estate, and no person bidding for the same, he then offered at public auction aforesaid all the right, title and interest in fee-simple of said Andrew Fulk in and to said real estate, and Jesse H. Briggs did then and there bid the sum of three hundred eighty-one dollars and twenty-four cents, and no person bidding more the same was in due form openly struck off to said Jesse H. Briggs for the said sum of Three hundred eighty-one dollars and twenty-four cents, he being the highest and best bidder and that being the highest price bid for same.

And whereas, also on the said 21st day of July, 1928, as required by law, said sheriff executed to said purchaser a certificate setting forth the foregoing facts, with the condition appended that if said premises were not redeemed within one year from the date thereof by payment of the purchase money, with eight percent interest thereon, by said judgment defendant, his heirs or assigns, to said purchaser, his heirs or assigns, said Jesse H. Briggs would be entitled to a deed of conveyance thereof. And whereas said purchaser, Jesse H. Briggs, has assigned said certificate and all of his right, title and interest in and to said real estate described therein and all benefits to be derived from ~~it~~ and by virtue of said certificate, to Charles Harshbarger, as evidenced by his assignment on the back of said certificate, duly acknowledged before a notary public authorized to take acknowledgments

And whereas said premises have not been redeemed and said assignee of said purchaser has demanded a deed of conveyance of

said real estate, the time for redemption having expired

Now therefore, to confirm to the said Charles Harshbarger the sale so made as aforesaid, in consideration of said sum of Three hundred eighty-one dollars and twenty-four cents to him in hand paid by the said Jesse H. Briggs, the receipt whereof is hereby acknowledged, has granted bargained and sold and by these presents does grant, bargain, sell, convey and confirm to said CHARLES HARSHBARGER, his heirs and assigns forever, all the following described real estate situated in Noble County, State of Indiana, to-wit:

The undivided one-third of the undivided two-thirds of the east half of the southeast quarter of section thirty (30), Township thirty-three (33) north, of Range eleven (11) east, being seventeen and seventy-seven hundredths (17.77.) acres.

to have and to hold the premises aforesaid, with all the privileges and appurtenances thereunto appertaining, to the said Charles Harshbarger, his heirs and assigns forever, in as full and ample a manner as the same was held by said Andrew Falk immediately before the levying of the aforesaid execution.

In witness whereof, the said John Singleton, as sheriff aforesaid, has hereunto set his hand and seal the day and year first above written.

(SEAL)

Sheriff, Noble County, Indiana

State of Indiana
County of Noble, SS

Before me, Claud V. Barker, a notary public in and for said county and state, personally came John Singleton sheriff of said Noble County, Indiana, and acknowledged the foregoing conveyance to be his voluntary act and deed as such sheriff.

In witness whereof I hereunto subscribe my name and affix my notarial seal of office, this 10th day of August, 1929.

Notary Public.

My Commission expires June 23, 1930.