

# THE STATE OF INDIANA, } SS: NOBLE COUNTY,

## NOTICE OF SHERIFF'S SALE

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, Indiana, in cause of action wherein The Federal Land Bank of Louisville is plaintiff and Homer A. Barker, et. al., are defendants, being Civil Cause No. 13587 in said Court, requiring me to make the sums of money in said decree provided, and in manner and form as therein provided, with interest and costs, I will expose to the highest and best bidder, on Saturday, the 2nd day of March, 1940, between the hours of 10 o'clock A. M., and 4 o'clock P. M., of said day and date, at the east door of the Court House in the town of Albion, Noble County, Indiana, the rents and profits for a term not exceeding seven years, of the following described real estate situated in Noble County, Indiana, to-wit:

The south half of the north half of the southwest quarter of section 11, in township 35 north, range 11 east, containing 40 acres of land more or less.

The west one half of the northwest quarter of section 11, township 35 north, range 11 east, containing 80 acres more or less.

If such rents and profits 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 decree. Said sale will be made without relief from valuation or appraisal laws.

MARION G. GALLOWAY,

Sheriff of Noble County, Indiana.

Dated February 1, 1940

29w3

Foote & Spangler, Attorneys

for Plaintiff.

*E. L. Adams*

I, *E. L. Adams*, duly sworn, on oath says that he is publisher of "THE ALBION NEW", a weekly newspaper of general circulation, published in said County, and that notice of which the annexed is a full, and complete copy, was published in paper *three* weeks suc-

tively and on the days following, to-wit: the *7<sup>th</sup> 15<sup>th</sup> + 21<sup>st</sup>* days of *February* 1940

*E. L. Adams*

subscribed and sworn to before me, this

*24<sup>th</sup>* day of *February*,

*40*

*George L. Foote*  
Notary Public.

Printer's Fee \$ *11.47*



# RETURN ON ORDER OF SALE.

AND on the...1st...day of...February...1940, in pursuance to the command of this...decree and order of sale... I advertised the Real Estate herein described for sale at the Court House Door of Noble County, Indiana, on the...2nd...day of...March...1940, by publication in the...The Albion New Era...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, 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:.....

Schedule of fees and costs  
of this sale.

March 2nd, 1940, 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-

Costs to issue  
Mileage

\$ 35.21  
2.60

der for cash in hand.....



Albion  
Indianapolis, Ind., March 2, 1940  
Received of Marion G. Galloway, Sheriff  
Four Thousand Nine Hundred Twenty One and 62/100 Dollars  
Payment on Judgment of The Federal Land Bank of Louisville  
vs. Homer A. Barker, et al. in Civil Cause No. 13587.

\$4921.62

CENTURY BOND No. 65 W.B. Burford, Lith., Indianapolis.

The Federal Land Bank of Louisville  
By George L. Foote  
Attorney

the fee simple right of the defendantS of, in and to said Real Estate as described in said .decree and order... of sale... and The Federal Land Bank of Louisville bid therefor... Five Thousand ...and n0/100... 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 same was openly struck off and sold to The Federal Land Bank of Louisville... 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 Four Thousand Nine Hundred Twenty One and 62/100 ... DOLLARS. Paid over to Clerk... Seventy Eight and 38/100 ...dollars, original costs, and ... costs of this sale and accrued costs... dollars, my fees, ... Printer fee.

Done... March 2, 1940

Marion G. Galloway Sheriff  
Deputy



SHERIFF'S  
CERTIFICATE OF  
SALE  
Sheriff Noble County  
- TO -  
The Federal Land Bank  
of Louisville  
CERTIFICATE OF SALE

Marion G. Galloway  
SHERIFF

I, Marion G. Galloway Sheriff of Noble County, in the State of Indiana, certify that I have this day sold by virtue of decree and order of sale to me directed from the Clerk of the Circuit Court of Noble County, Indiana, issued on the 31st day of January, 1940 in a case wherein The Federal Land Bank of Louisville, was plaintiff and Homer A. Barker, Nettie Barker; Noble County Rural Electric Membership Corporation; James Milbourn; Campbell & Fetter, Bankers; Carl Barker, Tenant, were defendant. S. wherein judgment was rendered on the 15th day of January, 1940 for the sum of Five Thousand Six Hundred Ninety Eight dollars and Sixty Four cents, principal and interest to date of judgment, and the further sum of Thirty Five dollars and Twenty One cents, costs accrued to that date, upon which there has accrued Forty dollars and Ninety Two cents interest and Forty Three dollars and Seventeen cents costs making in all Fifty Six cents principal and interest, and Seventy Eight dollars and Thirty Eight cents cost to date of sale; making total amount due Five Thousand Eight Hundred Seventeen dollars and Ninety Four cents And the said Marion G. Galloway as Sheriff aforesaid, advertised for sale, according to law, or levied said decree and order of sale upon the following described real estate as property of Homer A. Barker, et al. on the 1st day of February 1940 to-wit: The south half of the north half of the southwest quarter of section 11, in township 35 north, range 11 east, containing 40 acres of land more or less. The west one half of the northwest quarter of section 11, township 35 north, range 11 east, containing 80 acres more or less, and all located in Noble County, Indiana. And said sale was set for the 2nd day of March, 1940 and the said Marion G. Galloway 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)

the rents and profits of said real estate for a term not exceeding seven years, and having received no bid therefore, he did then and there offer for sale at public auction the fee-simple of said real estate, and The Federal Land Bank of Louisville having bid the sum of Five Thousand dollars and no cents, and no persons bidding more, the same was, in due form openly struck off to the said The Federal Land Bank of Louisville. It being the highest and best bidder therefore, and that being the highest and best price paid for the same; and the said The Federal Land Bank of Louisville paid the amount so bid by it in cash. The aforesaid certificate will entitle the said The Federal Land Bank of Louisville to the purchase money, with interest at eight per centum per annum, before the expiration of one year from date of sale aforesaid.

March 2, 1940  
By Deputy Sheriff of Noble County  
Marion G. Galloway



HAMMERSVILLE  
BOND  
MADE IN U.S.A.

State of Indiana, Noble County, SS:

In the Noble Circuit Court of Indiana.

No. 13587.	The Federal Land Bank of	)	
	Louisville	)	
	vs	)	To foreclose mortgage
	Homer A. Barker, Nettie Barker;	)	
	Noble County Rural Electric	)	
	Membership Corporation; James	)	
	Milbourn; Campbell & Fetter,	)	
	Bankers; Carl Barker, Tenant.	)	

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

Be it remembered, that on the 15th day of January, 1940, the same being the 13th Judicial day of the January, 1940 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 1940 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 Jan 31 1940  
Tax by reason of: is Exempt from Intangibles  
~~Having Actual Business Situs outside Indiana~~  
Being Specifically Exempted under Sec. 1 (b)  
Harold V. Curtis  
Clerk of Noble Circuit Court



No. 13587.

State of Indiana,

County of Noble, SS:

In the Noble Circuit Court,

January Term, 1940.

The Federal Land Bank of  
Louisville, Plaintiff.

vs

Homer A. Barker; Nettie Barker;  
Noble County Rural Electric  
Membership Corporation; James  
Milbourn; Campbell & Fetter,  
Bankers; Carl Barker, Tenant,  
Defendants.

)

)

)

)

)

)

Cause No. 13587

Decree of Foreclosure

(Entry furnished by counsel)

Comes now the plaintiff, The Federal Land Bank of Louisville, by Foote & Spangler, its attorneys, and come now also said defendants, Homer A. Barker, Nettie Barker and Carl Barker, Tenant, by Rex S. Emerick, their attorney, and file separate and several answer in General denial, which said answer is in the following words and figures, to-wit:  
(here insert)

And comes now also said defendant, Noble County Rural Electric Membership Corporation, by Martin H. Spangler, its Attorney and files Answer in General Denial, which said answer is in the following words and figures, to-wit: (here insert)

And comes now also Campbell & Fetter, Bankers, by Glenn E. Thrapp, its Attorney and files answer and cross-complaint, which said Answer and Cross-complaint is in the following words and figures, to-wit: (here insert)

And comes now the plaintiff by its attorneys and files answer in general denial to defendants, Campbell & Fetter, Bankers, cross-complaint, which said answer is in the following words and figures, to-wit: (here insert)

And come now the defendants Homer A. Barker, Nettie Barker and Carl Barker, Tenant, by their attorney, and file separate and several answer in general denial to defendants Campbell & Fetter, Bankers, cross-complaint, which said answer is in the following words and figures, to-wit: (here insert)

And comes now the defendant, Noble County Rural Electric Membership Corporation by its attorney and files answer in general denial to defendants, Campbell & Fetter, Bankers, cross-complaint, which said answer is in the following words and figures, to-wit:  
(here insert)

And said Plaintiff now shows to the satisfaction of the court by proof of the publication of the "Notice to the unknown widow, children, descendants, and heirs, creditors and administrators of the estate, devisees, legatees, trustees and executors of the last will and testament, successors in interest and assigns of said defendant, James Milbourn, deceased, have been duly and legally notified of the filing and pendency of this action and of the time and place where the same would stand for hearing and trial by publication of notice thereof as provided by law in the, The Albion New Era, a weekly newspaper of general circulation printed in the English language and published at the town of Albion, in Noble County, State of Indiana, which notice was so published for three weeks successively more than thirty days before the 2nd day of October, 1939, the day fixed by plaintiff's endorsement on the complaint herein for the hearing of this cause, the last publication of which notice was in the issue of said paper August 16, 1939, which said notice and proof of the publication thereof are in the following words and figures, to-wit: (here insert) And there being no appearance by, or on behalf of said unknown



Widow, children, descendants, and heirs, creditors and administrators of the estate, devisees, legatees, trustees and executors of the last will and testament, successors in interest and assigns of said defendant, James Milbourn, deceased, thereupon, on motion of said plaintiff, said unknown widow, children, descendants and heirs, creditors and administrators of the estate, devisees, legatees, trustees and executors of the last will and testament, successors in interest and assigns of said defendant, James Milbourn, deceased, are three times duly called in open court, come not, but herein wholly make default.

And this cause of action is now submitted to the court for trial without the intervention of a jury upon the several answers of defendants Homer A. Barker, Nettie Barker, Carl Barker, Tenant, Noble County Rural Electric Membership Corporation, and Campbell & Fetter, Bankers, and the default of the unknown widow, children, descendants and heirs, creditors and administrators of the estate, devisees, legatees, trustees and executors of the last will and testament, successors in interest and assigns of said defendant, James Milbourn, deceased. And the court having heard the evidence, the argument of counsel and being duly advised in the premises, finds for the plaintiff, upon its complaint herein that the allegations thereof are true; that there is due plaintiff from the defendant, Homer A. Barker, upon the note, mortgage and advancements made by plaintiff under the terms thereof, all as set forth, described and sued upon in plaintiff's complaint, the sum of Five Thousand Six Hundred Thirty eight Dollars and Sixty four Cents (\$5,638.64), together with the further sum of Sixty Dollars (\$60.00), fee for plaintiff's attorneys, and the costs of this action, with interest at the rate of five and one-half per cent ( $5\frac{1}{2}\%$ ) per annum from the date hereof until paid, without relief from valuation and appraisement laws. And the Court further finds that said sums are secured by the mortgage sought to be foreclosed by plaintiff in its complaint, that said mortgage was recorded on the 22nd. day of January, 1926, in Mortgage Record 78, at pages 560-61-62, in the Noble County Recorder's Office and constitutes a first and paramount lien on the mortgaged real estate, prior and superior to any claim against and interest in said property asserted by all the defendants, Homer A. Barker, Nettie Barker, Noble County Rural Electric Membership Corporation, Campbell & Fetter Bankers, Carl Barker, Tenant, and the unknown widow, children, descendants and heirs, creditors and administrators of the estate, devisees, legatees, trustees and Executors of the last will and testament, successors in interest and assigns of said defendant, James Milbourn, deceased, is junior and inferior to the lien of plaintiff; that plaintiff is entitled to have said mortgage foreclosed, the mortgaged property sold and the proceeds of the sale applied to the amounts found due the plaintiff.

The Court further finds for defendant Campbell & Fetter, Bankers, on its cross-complaint, that there is due said defendant Campbell & Fetter, Bankers, from defendant Homer A. Barker, the sum of Four Thousand three hundred Twenty seven Dollars and one cent (\$4327.01 with interest thereon at the rate of eight per cent (8%) per annum from June 8, 1935, until paid and costs, and that said judgment lien is junior and inferior to the lien of plaintiff, The Federal Land Bank of Louisville.

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiff, The Federal Land Bank of Louisville recover of and from the defendant Homer A. Barker, the sum of Five Thousand Six Hundred Ninety eight dollars and Sixty four cents (\$5698.64) and the costs of this action, with interest at the rate of five and one-half per cent ( $5\frac{1}{2}\%$ ) per annum from date hereof until paid, without any relief



from valuation or appraisement laws.

And it is further ordered, adjudged and decreed by the court that defendant Campbell & Fetter, Bankers, recover of and from the defendant, Homer A. Barker, the sum of Four thousand Three Hundred Twenty seven dollars and one cent (\$4327.01) with interest at the rate of eight per cent (8%) per annum from June 8, 1935, until paid and costs.

And it is further ordered, adjudged and decreed by the court that the equity of redemption of the defendants, Homer A. Barker, Nettie Barker, Noble County Rural Electric Membership Corporation, Campbell & Fetter, Bankers, Carl Barker, Tenant, and the unknown widow, children, descendants and heirs, creditors and administrators of the estate, devisees, legatees, trustees and executors of the last will and testament, successors in interest and assigns of said defendants, James Milbourn, deceased, and all persons claiming from, under or through them, in and to said mortgaged premises, the following described real estate, situated in Noble County, State of Indiana, and described as follows, to-wit:

The south half of the north half of the southwest quarter of section 11, in township 35 north, range 11 east, containing 40 acres of land, more or less.

The west one-half of the northwest quarter of section 11, township 35 north, range 11 east, containing 80 acres more or less,

be and the same hereby is forever barred and foreclosed; and that the said real estate and all right, title, interest and claim of the defendants, Homer A. Barker, Nettie Barker, Noble County Rural Electric Membership Corporation, Campbell & Fetter, Bankers, Carl Barker, Tenant, and the unknown widow, children, descendants and heirs, creditors and administrators of the estate, devisees, legatees, Trustees and Executors of the last will and testament, successors in interest and assigns of said defendant, James Milbourn, deceased, and of all persons claiming from, under or through them in and to the same, or so much thereof as may be necessary to pay and satisfy plaintiff's judgment herein, to-wit: Five thousand six hundred ninety eight dollars and sixty four cents (\$5698.64) and costs, shall be sold by the Sheriff of Noble County, Indiana, as other lands are sold on execution, said sale to be made without any relief whatsoever from valuation and appraisement laws.

And the proceeds arising from such sale said Sheriff is authorized and directed to apply in the following manner, to-wit:

First: To the payment of all costs accrued in this cause and the costs of sale.

Second: To the payment of the amount found due the plaintiff, The Federal Land Bank of Louisville, being the amount of plaintiff's judgment hereinbefore rendered, together with interest at five and one-half per cent. (5½%) per annum from this date.

Third: To the payment of the amount found due the defendant, Campbell & Fetter, Bankers, being the amount of said defendant's judgment hereinbefore rendered, together with interest at eight per cent ( 8% ) per annum from June 8, 1935.

Fourth: The over plus, if any, remaining after payment of the foregoing judgments interest and costs, shall be paid by said Sheriff to the Clerk of the Noble



Circuit Court for the use of parties lawfully entitled to receiver the same.

It is further ordered and adjudged by the Court that in the event there is no redemption of property as now by law provided, a deed shall be made therefor by the Sheriff, and after the purchaser of said property at Sheriff's sale shall present to the Clerk of the Noble Circuit Court an affidavit showing that he has exhibited to the occupants of said property the Sheriff's Deed so made to him and demanded possession of said property from the occupants thereof and that the occupants thereof have refused to deliver possession of said property, the Clerk of the Noble Circuit Court shall issue a writ of possession directed to the Sheriff of Noble County ordering him to remove said occupants from the possession of said property and place said purchaser or purchasers in possession thereof.

Fred L. Bodenhafer

Judge Noble Circuit Court.

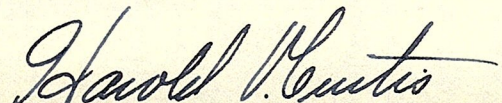
Dated: January 15, 1940.



State of Indiana,  
Noble County, SS:

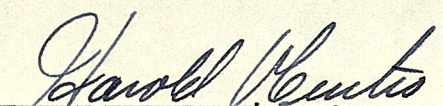
I, Harold V. Curtis, Clerk of the Noble Circuit Court of Noble County in the State of Indiana, do hereby certify that the attached and foregoing is a full, true and complete copy of the proceedings had and of the findings, judgments, decrees and orders of sale made, rendered and entered in and by said court in said cause on said 15th day of January, 1940, 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 31st day of January, 1940.

  
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 31st day of January, 1940.

  
Clerk Noble Circuit Court.



In the Noble Circuit Court, January Term, 1940.

No. 13587. The Federal Land Bank of )  
Louisville )  
vs ) Fcl. Mtg.  
Homer A. Barker, et al. )

STATEMENT OF COSTS.

Clerk's costs.....	\$11.00
Docket fee.....	2.00
Sheriff's fee.....	5.60
Printer's Fee.....	<u>16.61</u>
	\$35.21

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 31st day of January, 1940.

Harold V. Curtis  
Clerk Noble Circuit Court.



No. 3401

Recorded

In the Noble Circuit Court

January Term, 1940

No. 13587. The Federal Land Bank of  
Louisville

vs

Homer A. Barker, et al.

Judg. favor plttf. for.....	\$5698.64
Int. to issue $5\frac{1}{2}\%$ .....	13.92
Costs to issue....	35.21
	<u>\$5747.77</u>

Judg. favor Campbell & Fetter, Bankers. for....	4327.01
Int. to issue $8\%$ .....	1608.68
	<u>\$ 5935.69</u>

Judg. favor plttf for \$5698.64, fore  
closure of mortgage and sale of real  
estate. Judg. favor Campbell & Fetter,  
Bankers, for \$4327.01

E. D. 33 P. 78 J. D. 17 P. 18  
O. B. 74 P. 63 Ex. D. 12 P. 45

FILED  
MAR 21 1940

*Harold V. Hoots*  
CLERK NOBLE CIRCUIT COURT

Footte & Spangler, Attys, for Plttf.