

Gerber, Carl D	Case #	Date	
	E-81-131	7/30/1982	Petition to sell real estate
Lincoln National Bank - Trust Dept			Personal Representative
Gerber, Isabel B			Heir
Martin, Nancy			Heir
Suter, Sarah A			Heir
Lose, Jane			Heir
Gerber, David			Heir
First State Bank of Decatur			

ESTATE OF)

ESTATE NO. E-81-131

CARL D. GERBER, DECEASED)

Petition To Sell Real Estate filed in the following words and figures, to wit:

ADAMS COUNTY
CIRCUIT COURT

82 JUL 30 P 2: 25

STATE OF INDIANA IN THE ADAMS CIRCUIT COURT

SS:

COUNTY OF ADAMS PROBATE ESTATE NO. E-81-131

IN THE MATTER OF THE PETITION TO SELL REAL ESTATE
ESTATE OF CARL D. GERBER,
DECEASED

Comes now Lincoln National Bank and Trust Company, of Fort Wayne, Indiana, by William R. Gardner, Trust Officer, as Executor of the estate of Carl D. Gerber, deceased, who being first duly sworn upon his oath would respectfully petition the Court as follows:

1. That your Petitioner is the duly qualified and acting Executor of the estate of Carl D. Gerber, deceased, who's estate is now being administered in the Adams Circuit Court.

2. That the Decedent herein died the owner in fee simple of the following described real estate commonly known as the Gerber Shopping Center, in the City of Decatur, Adams County, Indiana, more particularly described as follows, to-wit:

Part of the Northwest Quarter of Section 2 and of the Fractional Northeast Quarter of Section 3, in Township 27 North, Range 14 East, in Adams County, Indiana, in particular described as follows, to-wit: Commencing on the centerline of Monroe Street in the City of Decatur, Indiana, at the East abutment of the concrete arch bridge spanning the St. Mary's River; thence running northeastward on and along said Monroe Street centerline, a distance of 544.2 feet to the northwest corner of a parcel of land sold to Everett J. & Constance Wenner, by deed recorded in Deed Record 123, at page 12 in the Office of the Recorder of Adams County, Indiana; thence southward by a deflection right of 90 degrees, a distance of 185.0 feet; thence northeasterly by a deflection left of 117 degrees 35 minutes, a distance of 197.6 feet to the southwesterly right-of-way line of Limberlost Trail as in the plat of STRATTON PLACE ADDITION, Section "a", in Plat Book 3, page 22, in the Office of the Recorder of Adams County recorded; thence southeastward on and along the aforesaid street line, a distance of 91.2 feet to the north corner of Lot "55" of said STRATTON PLACE ADDITION; thence southwestward by a deflection right of 99 degrees 16 minutes, along the northwest line of said Lot, a distance of 127.8 feet to the west corner thereof; thence southeastward on and along the rear line of Lots numbered consecutively 55 to 47 of said plat, a distance of 692 feet to the south corner of said Lot (47); thence southwestward on a line parallel to the said Monroe Street centerline, a distance of 1143.7 feet to a point of reference situated 50 feet distance northeastward as on the said course measured from the low water mark of the said St. Mary's River; thence at said point of reference running northwestward

by a deflection right of 72 degrees 15 minutes, a distance of 128 feet, more or less, thence northward by a deflection right of 28 degrees 24 minutes, a distance of 242 feet; thence northeastward by a deflection right of 5 degrees 09 minutes, a distance of 241.5 feet; thence northeastward by a deflection right of 2 degrees 02 minutes, a distance of 253 feet; to the centerline of said Monroe Street at a point situated 30.0 feet more or less, southwestward of the place of beginning; thence northeastward on the said street centerline a distance of 30 feet, more or less, to the place of beginning, containing 17.41, more or less, acres of land.

SUBJECT TO an easement upon and over a strip of land 20 feet in uniform width, abutting upon the rear of said lots (55) to (47) inclusive, extending northwestward of the northwest line of said lot (55), a distance of 50 feet, more or less, thence deflecting westward, and parallel to the said Monroe Street centerline, a distance of 60 feet, more or less, to an existing easement off the west border of said Wenner parcel.

SUBJECT TO an easement for sewer purposes upon and over a strip of land of the uniform width of 15 feet, centered upon a line parallel to the said Monroe Street centerline, extending southwestward of the west corner of said lot (55) to the St. Mary's River;

SUBJECT TO AN easement for sewer and electrical power pole, 12 feet in uniform width, centered on a line normal to the said Monroe Street south line and extending southward thereof, at a point 562.2 feet east of the east abutment of the said Monroe Street Bridge, and across the subject premises, extending southward of the southeast line of said Everett J. & Constance Wenner parcel, a distance of 50 feet, more or less, to the centerline of the sewer easement next above described, at a point situated 114.0 feet west of the west corner of Lot (55) of said Stratton Place Addition.

EXCEPTING THEREFROM: Commencing at the southwest corner of real estate owned by Robert H. Heller and Mary V. Heller, his wife by deed recorded in Deed Record 139, at page 308, in the office of the Recorder of Adams County, Indiana, thence northeasterly on and upon the south line of said property, a distance of 197.6 feet to the west line of Limberlost Trail of Stratton Place Addition; thence southeasterly on and upon said west line a distance of sixty-one (61) feet more or less; thence southwesterly parallel to the south line of said Heller property, a distance of 151 feet more or less; thence northwesterly a distance of eighty-eight (88) feet more or less to the place of commencement.

EXCEPTING ALSO THEREFROM: Commencing at the Northeast corner of Lot 55 in Section A of Stratton Place Addition to the City of Decatur, Indiana; thence Southwesterly on and upon the North line of said Lot 55 a distance of 127.8 feet to the Northwest corner of said lot 55; thence Northwesterly to a point, said point being located on a line parallel and 60 feet southerly of the South line of the Heller Insurance property; thence Northeasterly on and upon said line to the West line of Limberlost Trail; thence Southeasterly on and upon said West Line to the place of commencement.

3. That said real estate as above described is presently being utilized in two (2) separate parcels as reflected on the inventory filed herewith with property #1 commonly known as Gerber Shopping Center located at 230 East Monroe Street being used as a grocery store, drug store and laundromat and property #2 being utilized as the Gerber Office Building, commonly referred to and located at 210 East Monroe Street in the City of Decatur, Indiana, and that the appraised value of said real estate as to property #1 is in the amount of three hundred forty one thousand dollars (\$341,000.00) and property #2 being the Gerber Office Building appraised at seventy one thousand five hundred dollars (\$71,500.00) all as shown by the inventory #1 filed in said estate which is part of the Court's record in this cause.

4. That the persons interested in said sale of real estate as heirs of said Decedent's estate and any lien holders whose liens are to be transferred to the prospective purchasers of said sale are as follows:

Isabel B. Gerber, Widow	121 South Fifth Street Decatur, Indiana 46733
Nancy Martin, adult daughter	7823 Owens Drive Newburgh, Indiana 47630
Sarah A. Suter, adult daughter	1760 Niagara Denver Colorado 80202
Jane Lose, adult daughter	3170 Juniper Batesville, Arkansas 72501
David Gerber, adult son	R.R. 3 Box 49 Columbus, Wisconsin 53925
First State Bank of Decatur- Mortgagee	172 North Second Street Decatur, Indiana 46733

That the above named parties have executed their Waiver of Notice and Consent to Sale of said real estate as evidenced by Exhibits A through F which are attached hereto and made a part hereof.

5. That it is necessary for your Executor to sell said real estate for the following purposes, namely;

- (a) For the payment of claims allowable against the estate; and
- (b) For the payment of any allowances made under I.C. 29-

1-4-1; and

(c) For the payment of any legacy given by the Will of the Decedent; and

(d) For the payment of expenses of administration; and

(e) For the payment of any gift, estate, inheritance or transfer taxes assessed upon the transfer of the estate or due from the Decedent or his estate; and

(f) For making distribution of the estate or any part thereof; and

(g) For the reason that said sale would be in the best interest of said estate.

6. That your Executor feels that it would be in the best interest of said estate that it be authorized and directed to sell said real estate in one parcel which is legally described in paragraph 2 of this Petition and that it be authorized and directed to sell said real estate pursuant to the terms of a Contract For Conditional Sale Of Real Estate as generally used in Adams County, Indiana, for a maximum term of seven (7) years in order to provide for the continuity of the business enterprise being carried on at said location at private sale for not less than the full appraised value thereof and subject to any indebtedness thereon and subject to certain leases of various portions of said real estate.

Your Executor further feels that it would be in the best interest of said estate to sell said real estate subject to the indebtedness thereon as of April 1, 1982, and that the amortization schedule on which payments will be made pursuant to said Contract For Conditional Sale of Real Estate be dated as of April 1, 1982, and that all payments of the purchase price be credited from and after that date. The undersigned further represents that said amortization schedule will call for monthly payments of at least five thousand dollars (\$5,000.00) per month with interest at the rate of nine per cent (9%) per annum with the entire unpaid balance of the principal and accrued interest being due and payable within

seven (7) years from said contract date.

WHEREFORE, said Executor prays that the Court enter an order authorizing it to sell the above described real estate as set out in paragraph 2 hereof pursuant to the terms and conditions of a Contract for Conditional Sale of Real Estate as customarily used in Adams County, Indiana, calling for monthly payments of five thousand dollars (\$5,000.00) per month with interest at the rate of nine per cent (9%) per annum with the entire unpaid balance of the principal and accrued interest being due and payable within seven (7) years from date of said contract; that it be authorized and directed to execute said contract as of April 1, 1982; and that it be authorized and directed to pay for such expenses as are incident and necessary in consummating said sale; that said sale shall be subject to any indebtedness and any leases thereon all at private sale and for not less than the full appraised value thereof; and for such further relief as may be right and proper in the premises.

I affirm under the penalties of perjury that the foregoing affirmations are true.

LINCOLN NATIONAL BANK AND TRUST
COMPANY OF FORT WAYNE AS EXECUTOR
OF THE ESTATE OF CARL D. GERBER,
DECEASED

BY William R. Gardner
William R. Gardner
Vice-President

Subscribed and sworn to before me this 20th day of July, 1982.



Daniel C. Burry
Daniel C. Burry, Notary Public

My Commission Expires:
January 2, 1983

FRIDAY, JULY 30, 1982

789

Waiver of notice of hearing and consent to sale of real estate at private sale filed by David Gerber, Sara A. Suter, Nancy Martin, Jane Lose, The First State Bank of Decatur, by Dorothy L. Brandenburg and Isabel B. Gerber, in the following words and figures, to wit:

STATE OF INDIANA
 SS:
 COUNTY OF ADAMS

IN THE ADAMS CIRCUIT COURT
 ESTATE NO. E-81-131

IN THE MATTER OF THE
 ESTATE OF CARL D. GERBER
 DECEASED

WAIVER OF NOTICE OF HEARING AND
 CONSENT TO SALE OF REAL ESTATE AT
 PRIVATE SALE

The undersigned as devisee in the estate of Carl D. Gerber, deceased, and a person interested in said estate which is being administered in the Adams Circuit Court as above captioned and being over the age of eighteen (18) years, does now and hereby irrevocably waive the issuance and service of any notice of the filing, pendancy, hearing and determination on the Petition of the Executor of said estate to sell at private sale of real estate of said Decedent as prayed in said Petition to which this Waiver is attached. The undersigned stated that she has reviewed the proposed Contract for Conditional Sale of Real Estate between the Executor and Philip H. Barger and Carolyn E. Barger, husband and wife for all of said real estate consisting of what is commonly known as the Gerber Shopping Center located in Decatur, Adams County, Indiana and irrevocably consents to the sale of said real estate pursuant to the terms and conditions as contained in said contract as proposed by the Executor and does hereby irrevocably consent to said sale of all of said real estate upon the terms and conditions as proposed by the Executor and consents and requests the Court enter authorization authorizing said Executor to sell said real to the said Philip H. Barger and Carolyn E. Barger upon the terms as contained therein.

Sara A. Suter
 Sara A. Suter

STATE OF COLORADO , COUNTY OF DENVER , SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Sara A. Suter as devisee in the estate of Carl D. Gerber, deceased, acknowledged the execution of the foregoing instrument to be her voluntary act and deed.

Witness my hand and Notarial Seal this 17th day of July, 1982.

My Commission Expires: July 29, 1984

Sherry E. Helton
 Notary Public
 6333 E. Colfax Ave.
 Denver, CO 80322

STATE OF INDIANA

IN THE ADAMS CIRCUIT COURT

SS:

COUNTY OF ADAMS

ESTATE NO. C-81-131

IN THE MATTER OF THE
ESTATE OF CARL D. GERBER,
DECEASED

WAIVER OF NOTICE OF HEARING AND
CONSENT TO SALE OF REAL ESTATE AT
PRIVATE SALE

The undersigned as a lienholder in the estate of Carl D. Gerber, deceased, and an institution interested in said estate which is being administered in the Adams Circuit Court as above captioned does now and hereby irrevocably waive the issuance and service of any notice of the filing, pendency, hearing and determination on the Petition of the Executor of said estate to sell at private sale the real estate of said Decedent as prayed in said Petition to which this Waiver is attached. The undersigned states that they have reviewed the proposed Contract for Conditional Sale of Real Estate between the Executor and Philip H. Barger and irrevocably consents to the sale of said real estate pursuant to the terms and conditions as contained in said Contract as proposed by the Executor and does hereby irrevocably consent to said sale upon the terms and conditions as proposed by the Executor and consents and requests that the Court enter authorization authorizing said Executor to sell said real estate to Philip H. Barger upon the terms as contained therein.

THE FIRST STATE BANK OF DECATUR

BY: Dorothy L. Brandenburg
Dorothy Brandenburg, *Asst. Vice President*

STATE OF INDIANA, COUNTY OF ADAMS, SS:

Before me, the undersigned, Notary Public in and for said County and State, personally appeared The First State Bank of Decatur, as lienholder in the estate of Carl D. Gerber, deceased, by Dorothy Brandenburg its Ass't Vice-Pres. and being duly authorized and empowered to do so, acknowledged the execution of the foregoing instrument to be its voluntary act and deed.

Witness my hand and seal this 30th day of July, 1982.

My Commission Expires
March 11, 1985



Kay L. Neuenschwander
Kay L. Neuenschwander, Notary Public

STATE OF INDIANA
COUNTY OF ADAMS

IN THE ADAMS CIRCUIT COURT
ESTATE NO. E-81-131

IN THE MATTER OF THE
ESTATE OF CARL D. GERBER
DECEASED

WAIVER OF NOTICE OF HEARING AND
CONSENT TO SALE OF REAL ESTATE AT
PRIVATE SALE

The undersigned as devisee in the estate of Carl D. Gerber, deceased, and a person interested in said estate which is being administered in the Adams Circuit Court as above captioned and being over the age of eighteen (18) years, does now and hereby irrevocably waive the issuance and service of any notice of the filing, pendency, hearing and determination on the Petition of the Executor of said estate to sell at private sale of real estate of said Decedent as prayed in said Petition to which this Waiver is attached. The undersigned stated that he has reviewed the proposed Contract for Conditional Sale of Real Estate between the Executor and Philip H. Barger and Carolyn E. Barger, husband and wife for all of said real estate consisting of what is commonly known as the Gerber Shopping Center located in Decatur, Adams County, Indiana and irrevocably consents to the sale of said real estate pursuant to the terms and conditions as contained in said contract as proposed by the Executor and does hereby irrevocably consent to said sale of all of said real estate upon the terms and conditions as proposed by the Executor and consents and requests the Court enter authorization authorizing said Executor to sell said real to the said Philip H. Barger and Carolyn E. Barger upon the terms as contained therein.

David Gerber

David Gerber

STATE OF WISCONSIN , COUNTY OF COLUMBIA , SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared David Gerber as devisee in the estate of Carl D. Gerber, deceased, acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal this 15th day of July, 1982.

My Commission Expires:
is permanent.

Ronald J. Gleders

Notary Public