

That thereupon one Jacob Rupel bid therefor the sum of Two thousand fourhundred (\$2400.) Dollars, which being the highest and best bid received therefor and being more than the full appraised value thereof, said Executor then and there struck off and sold to said Jacob Rupel said real-estate for said sum of \$2400.00

That thereupon said purchaser paid to this executor the sum of Twenty four hundred (\$2400.) Dollars in full payment of his said bid in cash agreeable to the order of the court and said notice of sale, and did not ~~accept~~ desire to avail himself of the privilege of paying therefor in payments as provided by the order of this court and said notice of sale he might do. And this executor accepted said \$2400. in cash as aforesaid in full payment for said land.

Said executor further reports that at the same time and place and agreeable to the order of this court and said notice so given, he offered for sale at private sale, free of liens, the following described tract of real-estate ordered sold in said cause which said real-estate is situated in Adams County, in the State of Indiana to-wit:- The south west quarter of the south east quarter of Section Sixteen in Township Twenty five North, Range Thirteen east,

That thereupon one Joseph Rich bid therefor the sum of Three thousand fourhundred (\$3400.) Dollars, which being the highest and best bid received therefor and being the full appraised value thereof said executor then and there struck off and sold to said Joseph Rich said real-estate for said sum of \$3400.00

That thereupon said purchaser paid to this executor the sum of Thirty four hundred Dollars in full payment of his said bid in cash agreeable to the order of the court and said notice of sale, and did not desire to avail himself of the privilege of paying therefor in payments as provided by the order of this court and said notice of sale he might do. And this executor accepted said \$3400. in cash as aforesaid in full payment for said land.

Said executor further reports that at the same time and place agreeable to the order of this court and said notice so given he offered for sale at private sale, free of liens, the following

described tract of real-estate ordered sold in said cause which said real-estate is situated in Adams County, in the state of Indiana, to-wit:-The east half of the south east quarter of the north west quarter of Section Sixteen, Township Twenty five north, Range Thirteen east.

That he received no bids therefor and continued said sale as to said last described tract.

Said executor further reports that said two sales were made in all things agreeable to the order of the court and subject to the approval thereof.

And this executor asks that each of said sales be confirmed, that this report be approved, that the acceptance of said cash payments be approved, and that he have an order of this court to make to each of said purchasers a deed for the land so purchased by them, respectively, as in this report ~~xxx~~ set out and for any and all other further necessary orders in the premises.

Andrew Gottschalk

Executor of the last Will and
Testament of Wiison H. Shepherd
deceased.

Subscribed and sworn to before me this 29th day of January 1908.

Jesse C. Sutton
Notary Public.

Commission expires Jan. 5th 1910.

State of Indiana. §
§ S.S. In the Adams Circuit Court.
County of Adams. §

W
Mary Snyder files the following claim against Andrew Gottschalk, Administrator of the Estate of Wilson Shepherd, deceased, and asks judgment therefor, and that the same be declared to be a first mortgage lien on the real estate hereinafter described.

That said claim consists of one promissory note dated March 16", 1903, calling for \$1200.00 due five years after date, bearing five per cent. interest and providing for attorney's fees, signed by Wilson H. Shepherd and payable to the decedent William Snyder. Said note was executed in the life time of said last decedent and was a part of the assets and personal property of said last named decedent; that this claimant is the surviving widow of said last named decedent, and as such was entitled to share in the distribution of said estate; that her ^{of the personal property} distributive share in said estate amounted to more than fifteen hundred dollars; that one George B. Schott was administrator of said estate; that as such administrator he assigned said note to this claimant in writing on the back thereof as a portion of her distributive share of said estate, and this claimant accepted said note in place of \$1200.00 in cash and receipted said administrator as though the same had been paid in cash, and for the purpose of making a final settlement of said estate before the maturity of said note; that at the time of the execution of said note the said Wilson H. Shepherd then in life, and for the purpose of securing payment thereof when the same should become due, executed and delivered to said William Snyder, then in life, a mortgage on the following described real estate in Adams County, in the state of Indiana,

to wit

The northwest quarter of the south e^{ast} quarter of section sixteen (16) in township twenty-five (25) north of range thirteen (13) east containing forty acres more or less, and which said mortgage is dated March 16", 1903, and was duly recorded in Mortgage Record No. 35 of the recorders in the Recorders Office of said county; that at the time said note was so assigned to this claimant by said Schott, he as such administrator also assigned said mortgage to this claimant by writing his name as administrator on the back thereof and by then and there delivering the same to this claimant; that said estate of said William Snyder, deceased, has been and is settled in full in this court, and said Goerge B. Schott was discharged from the duties of his said trust after making full settlement of said estate, and before the death of said Wilson H. Shephedd. that copies of said note and mortgage, and the endorsements thereon are filed herewith, made a part hereof and marked Exhibits "A" and "B", respectively; that this claimant, as the widow of said decedent William Snyder, had an interest in said note and Mortgage at the time of the assignments thereof, and said assignments were made as hereinbefore averred for the purpose of making a distribution among the heirs at law of said William Snyder, deceased, and with their, and each of their full knowledge and consent.

Wherefore, this claimant asks judgment for said note with interest thereon and reasonable attorney fees and that the same be declared a first lien on said real estate, and if said real estate be sold by order of this court that she had ^{the} a lien on the purchase money to the extent of her claim, interest and attorney fees, and if the amount realized from the sale of said real estate be insufficient to pay this claimant's demand ~~the~~ she asks that the deficit be paid out of other monies in the hands of this administrator, and for all other proper relief.

State of Indiana. §

§ S.S.

County of Adams. §

the undersigned

before ^W a Notary Public of said county and state personally appeared Mary ^W Snyder who being duly sworn says that the averments in the above and foregoing claim are true and correct in substance and in fact; that the note, assignment, mortgage, endorsement, interest and attorney fees as shown by the copies thereof filed with the foregoing claim in favor of ^W May Snyder and against the estate of Wilson H. Shepherd, deceased, are correct; that said note will become due on the 16th day of March 1908; that no payments have been made thereon except the credits on said note given and endorsed; that there are no set-offs against the same to her knowledge; that there is now justly due and owing on said claim and note \$1,200.⁰⁰ with five per centum interest thereon since the 13th day of March, 1906, and reasonable attorney fees, all of which she verily believes.

Mary W. Snyder

subscribed and sworn to before me this 4th day of September 1907.

William Drua

Notary Public.

My commission expires April 18th, 1908.



(unmarried).

of Adams county, in the State of Indiana

MORTGAGE AND WARRANT

To William Snyder,

of Adams county, in the State of Indiana the following real estate in Adams county, in the State of Indiana, to-wit:

The north-west quarter of the southeast quarter of section sixteen (16), Township (25) twenty five North range (13) thirteen east, containing forty acres more or less.

to secure the payment when it become due of the following described note.

One note calling for \$1,200.00 and dated March 16th 1903, drawing 5% interest from date and due in five years from date and signed by Wilson S. Shephard. Interest to be paid annually, partial payments of principal allowed on regular interest paying days.

and the Mortgagor expressly agree to pay the sum of money above secured and Attorneys fees, without relief from valuation laws.

In Witness Whereof, The Mortgagor has hereunto set his hand and seal this 16th day of March A. D. 1891/923

Wilson S. Shephard (L. S.)

(L. S.)

(L. S.)

(L. S.)

Exhibit B

State of Indiana, Adams County.

In the Adams Circuit Court, April Term, 1908.

Estate

No. 1096.

of

Wilson H. Shepherd,

Proof of posting notices

deceased

of insolvency.

Andrew Gottschalk, Executor of the last will and testament of Wilson H. Shepherd, deceased, being duly sworn upon his oath says that he posted notices of the insolvency of the above estate on the following dates and at the following places in Adams County, Indiana, said County being the same County in which said estate is pending, and all of said places being public places, to-wit:

April 21st, 1908. One at the elevator of Berne Grain & Hay Company at Berne, Indiana; one at the drug store of Hoffman & Gottschalk, Linn Grove, Hartford Township, Indiana; and one at the east door of the Court House, Decatur, Indiana.

April 22nd, 1908. One at the elevator of the Berne Grain & Hay Company, Geneva, Indiana.

A copy of said notices so posted is hereto attached and made a part hereof.

Andrew Gottschalk

Subscribed and sworn to before me this 26 day of April, 1908.

Frank C. Dorman
Notary Public.

My Commission Expires Feb. 5, 1911

Commission expires _____



State of Indiana, Adams County.

In the Adams Circuit Court, February Term, 1908.

Estate of

Wilson H. Shepherd.

Oath of Appraisers and Appraisement of Shares of Oil Stock.

We, S W Hale, and J H Hardison

_____, resident freeholders or householders of
Adams County, Indiana,
Wabash Twonship, (being the township wherein the home office of the
Shepherd Oil Company, a corporation, is situated) chosen by Andrew
Gottschalk, executor of the last will and testament of Wilson H. Shep-
herd, deceased, to appraise sixty two shares of the capital stock of
the Shepherd Oil Company, a corporation, belonging to said decedent's
estate, upon our oath declare and say: That we will appraise said
sixty two shares of stock in the Shepherd Oil Company, a corporation
at its fair cash value to the best of our ability; so help us God.

S W Hale
J H Hardison

Subscribed and sworn to before me this 30 day of January 1908.

Commission expires Feb 27 1910

Andrew Gottschalk
Notary Public.

We, the undersigned, appraisers above named, after being duly sworn
to appraise sixty two shares of the capital stock of the Shepherd Oil
Company, a corporation, (our oath being hereto attached) do

appraise said sixty two shares of said capital stock at \$ 744.⁰⁰
and we appraise each share at \$ 12.⁰⁰

S W Hale
J H Hardison
Appraisers.

Examined and approved. Feby 3 " 1908.

Robert S. Peckham
Special Judge. A. C. C.