Bill Of Complaint In Bank-Blanchard Suit

(Continued from page one)

in the amount of Six Thousand Five Hundred Nine Dollars and Four Cents ($6,509.04); that the Board of Directors of said bank, including defendant, Ernest V. Blanchard, well knowing that large withdrawals had been stopped in said bank and in view of the insolvency of said bank, authorized the assignment of the note of the said Ernest V. Blanchard to the said Volney Blanchard, and permitted the withdrawal from the account of Volney Blanchard of the sum of Two Thousand Thirteen Dollars and Thirty-eight Cents ($2,013.38) for the purpose of retiring said note.

XII

That said Peoples State Bank of Farmington was and is insolvent and unable to meet the demands of depositors or to liquidate its assets to pay claimants in full and was so insolvent on the 25th day of June, A. D. 1931 and that said condition did not improve from that day to the date of the appointment of the receiver.

XIII

That the several withdrawals of deposits and the discharge of the mortgage above mentioned constitutes fraud against the other depositors and the stockholders of the Peoples State Bank of Farmington, in that the said Ernest V. Blanchard, being a director and an officer of said bank, acted upon information which he received as such director and officer, not to help the institution and to safeguard the depositors and stockholders but rather to aid himself and relatives in getting his and their deposits out of the bank.

XIV

That said withdrawals were made in contemplation of insolvency and with a view to the preference of the said Ernest V. Blanchard and other defendants, as creditors in breach of the statute made and provided by the State of Michigan, being Section 11,946 of the Compiled Laws of 1929; that by reason of such statute the withdrawals made as aforesaid are unlawful preferences and are null and void.

XV

Plaintiff further alleges that the withdrawals made as aforesaid and the obtaining of the discharge of said mortgage are void as unlawful and illegal preferences, because of the breach of duty of the said Ernest V. Blanchard as director and chairman of the Board of said Peoples State Bank of Farmington owed the depositors and stockholders of said institution and that by making the said withdrawals and reducing the said accounts, as hereinabove set forth, with the knowledge that he had as a director and officer of said bank that the percentage of liquidity was low and that the bank needed cash and would probably continue to need cash to meet the obligations, constitutes a fraud upon the other creditors and stockholders of said institution and constitutes a preference, which is inequitable and from which a court of equity will grant relief.

XVI

Plaintiff further shows that the several withdrawals and changes from account to account, as hereinbefore set forth, were not done in the usual and ordinary course of business, but were done with the idea of reducing the accounts of the said Ernest V. Blanchard, Volney Blanchard and the other defendants herein named so that they would not have large deposits in said bank if the bank closed.

XVII

That the amount involved in this proceeding is more than One Hundred ($100.00) Dollars

XVIII

THEREFORE, plaintiff, being without remedy, except in a court of equity, asks the aid of this Honorable Court in the premises and prays:

(a) That Ernest V. Blanchard, Volney Blanchard, Vera L. Blanchard, Genevieve Forsythe, Gusta Hedberg and Evar Hedberg who are hereby named defendants herein, appear and answer this Bill of Complaint, by paragraph, but not under oath (their answers under oath being hereby expressly waived).

Asks Repayment

(b) That this Honorable Court determine what sum or sums of money was illegally withdrawn or deducted from the defendants Ernest V. Blanchard and Volney Blanchard's account, or from any other defendants' accounts, so as to create unlawful preferences and direct and order the repayment of the sum or sums found to be unlawfully or improperly withdrawn and constituting illegal or unlawful preferences.

(c) That upon determination by this court of the amount of the preference and the amount that should be returned and by which of the defendants returned, that judgment or judgments enter therefor and execution or executions issue the same as in a suit at law.

(d) That a certain discharge of mortgage executed by the Peoples State Bank of Farmington, on or about the 11th day of September, A. D. 1931, discharging mortgage recorded in the Wayne County Register of Deeds office in Liber 2667 of Mortgages on Page 248, may be set aside and declared void, as against the Peoples State Bank of Farmington as a cloud upon the interests of the plaintiff.

(e) That the mortgage described in this Bill of Complaint shall be reinstated and shall be considered to be in full force and effect, as a first lien against the premises described in said mortgage.

(f) That a temporary injunction issue restraining all of said defendants from selling, assigning or encumbering the lands mentioned in said Bill of Complaint, either in whole or in part.

(g) That upon the final hearing of this cause the said temporary injunction be made permanent.

(h) That plaintiff may have such other further and different remedy or remedies, orders and writs in the premises as equity shall require and demand and this Honorable Court shall deem meet.

It's lilac time in Michigan for the lilac borer, and the insect remembers the popular song by showing a marked preference for French lilacs and other fancy and imported varieties of the plant, according to the entomology department at Michigan State College.

Send in your news items.

846

MORTGAGE SALE—DEFAULT having been made in the terms and conditions of a certain mortgage made by STATE SECURITY & REALTY COMPANY, of Detroit, Wayne County, Michigan to THE AGRICULTURAL LIFE INSURANCE COMPANY OF AMERICA, a Michigan Corporation, of Bay City, Bay County, Mich., dated the 15th day of March, A. D. 1930, and recorded in the office of the Register of Deeds, for the County of Oakland and State of Michigan, on the 24th day of March, A. D. 1930, in liber 640 of Mortgages, on page 17-20 on which mortgage there is claimed to be due, at the date of this notice, for principal, interest and attorney fees, the sum of TWO THOUSAND NINE HUNDRED THIRTY-TWO and 15/100 ($2,932.15) Dollars. No suit or proceedings at law or in equity having been instituted to recover the debt secured by said mortgage or any part thereof. Now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute of the State of Michigan in such case made and provided, notice is hereby given that on **Monday, the 27th day of November, A. D. 1933**, at 10 o'clock A. M. Eastern Standard Time, said mortgage will be foreclosed by a sale at public auction, to the highest bidder, at the Front entrance to the County Building in the City of Pontiac, Oakland County, Michigan (that being the building where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due, as aforesaid, on said mortgage, with the interest thereon and all legal costs, charges and expenses, including the attorney fees allowed by law, and also any sum or sums which may be paid by the mortgagee, necessary to protect his interest in the premises. Which said premises are described as follows: All that certain piece or parcel of land situate in the Township of Royal Oak, in the County of Oakland and State of Michigan and described as follows, to-wit:

E. 32 ft. of Lot 116, The Little Farms Sub., of part of N½ of Sec. 31, Town 1 N. R. 11 E., East of Woodward Ave., Royal Oak Twp., Oakland County, Mich., according to the plat thereof recorded April 29, 1912, in liber 7 of plats, page 29, Oakland County Records, said premises being on the south side of Ardmore Drive, between Woodward and Paxton Avenues, known as 220 Ardmore Drive, Ferndale, Mich.

Dated: August 25, 1933.

THE AGRICULTURAL LIFE INSURANCE COMPANY OF AMERICA, Mortgagee.

SELWYN A. LAMBERT,
Attorney for Mortgagee,
Business Address:
210 Davidson Bldg.,
Bay City, Mich.

713

MORTGAGE SALE—DEFAULT having been made in the terms and conditions of a certain mortgage made by ISAAC EMMER and BELLA EMMER, his wife, of Detroit, Wayne County, Michigan, to THE AGRICULTURAL LIFE INSURANCE COMPANY OF AMERICA, a Michigan Corporation, of Bay City, Bay County, Michigan, dated the 3rd day of August, A. D. 1927, and recorded in the office of the Register of Deeds, for the County of Oakland and State of Michigan, on the 4th day of August, A. D. 1927, in liber 485 of Mortgages, on page 195-6, on which mortgage there is claimed to be due, at the date of this notice, for principal, interest, insurance coverage, repairs, and attorney fees, the sum of THREE THOUSAND FIVE HUNDRED and 43/100 ($3,500.43) Dollars. No suit or proceedings at law or in equity having been instituted to recover the debt secured by said mortgage or any part thereof. Now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute of the State of Michigan in such case made and provided, notice is hereby given that on **Monday, the 27th day of November, A. D. 1933**, at 10 o'clock A. M. Eastern Standard Time, said mortgage will be foreclosed by a sale at public auction, to the highest bidder, at the Front entrance to the County Building in the City of Pontiac, Oakland County, Michigan (that being the building where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due, as aforesaid, on said mortgage, with the interest thereon and all legal costs, charges and expenses, including the attorney fees allowed by law, and also any sum or sums which may be paid by the mortgagee, necessary to protect his interest in the premises. Which said premises are described as follows: All that certain piece or parcel of land situate in the Village of Ferndale, in the County of Oakland and State of Michigan and described as follows, to-wit:

Lot No. 19, Block F, of "LEGGETT FARM SUBDIVISION" of west half of northeast quarter and east half of northwest quarter of Section 33, Royal Oak Twp., (Now Village of Ferndale), Town 1 North, Range 11 East, Oakland County, Michigan according to the plat thereof, recorded in Liber 13 of plats, page 21, Oakland County Register of Deeds' Office, known as 1406 Hazelhurst Ave.

Dated: August 25, 1933.

THE AGRICULTURAL LIFE INSURANCE COMPANY OF AMERICA, Mortgagee.

SELWYN A. LAMBERT,
Attorney for Mortgagee,
Business Address:
941 E. Jefferson Ave.,
Detroit, Michigan.

281

MORTGAGE SALE—DEFAULT having been made in the terms and conditions of a certain mortgage made by ELMON I. KNOWLES, and EMILY E. KNOWLES, husband and wife, to THE AGRICULTURAL LIFE INSURANCE COMPANY OF AMERICA, a Michigan Corporation, of Bay City, Bay County, Michigan, dated the 19th day of June, A. D. 1922, and recorded in the office of the Register of Deeds, for the County of Oakland and State of Michigan, on the 21st day of July, A. D. 1922, in liber 290 of Mortgages, on page 504-5, on which mortgage there is claimed to be due, at the date of this notice, for principal, interest and attorney fee, the sum of SIX THOUSAND THREE HUNDRED EIGHTY-NINE and 29/100 ($6,389.29) Dollars. No suit or proceedings at law or in equity having been instituted to recover the debt secured by said mortgage or any part thereof. Now, therefore, by virtue of the power of sale contained in said mortgage, and pursuant to the statute of the State of Michigan in such case made and provided, notice is hereby given that on **Monday, the 27th day of November, A. D. 1933**, at 10 o'clock A. M. Eastern Standard Time, said mortgage will be foreclosed by a sale at public auction, to the highest bidder, at the Front entrance to the County Building in the City of Pontiac, Oakland County, Michigan (that being the building where the Circuit Court for the County of Oakland is held), of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due, as aforesaid, on said mortgage, with the interest thereon and all legal costs, charges and expenses, including the attorney fees allowed by law, and also any sum or sums which may be paid by the mortgagee, necessary to protect his interest in the premises. Which said premises are described as follows: All those certain pieces or parcels of land situate in the Township of Royal Oak, in the County of Oakland and State of Michigan and described as follows, to-wit:

Lots numbered One to Thirteen, Inclusive, Aston's Subdivision of Knowles Heights of west 20 acres of Southwest Quarter of Southeast quarter of Section 27, Town 1 north, Range 11 East, Oakland County, Royal Oak Twp.

Dated: August 25, 1933.

THE AGRICULTURAL LIFE INSURANCE COMPANY OF AMERICA, Mortgagee.

SELWYN A. LAMBERT,
Attorney for Mortgagee,
Business Address:
941 E. Jefferson Ave.,
Detroit, Michigan.

635

A. W. Sempliner, Attorney, 2003 Dime Bank Building, Detroit, Michigan.

DEFAULT HAVING BEEN MADE in the conditions of a certain mortgage made by DAN LEWIS and MARY GORDON LEWIS, his wife, of Hazel Park, Township of Royal Oak, County of Oakland and State of Michigan, mortgagors, and NORTHWESTERN STATE BANK, a corporation organized under the general banking laws of the State of Michigan, mortgagee, which said mortgage is dated the 24th day of May, 1928, and recorded on the 26th day of May, 1928, in the office of the Register of Deeds for Oakland County, in liber 626 of Mortgages on page 217, and the said Northwestern State Bank having thereafter been placed in receivership by virtue of those certain proceedings pending in the Circuit Court for the County of Wayne, in Chancery, being No. 208,761 of the files and records of the Wayne County Clerk, and Newell B. Wallace having been appointed therein on the 29th day of December, 1932, permanent Receiver of the said Northwestern State Bank, a Michigan banking corporation, and the said default in said mortgage having arisen by virtue of the non-payment of the entire principal balance due and payable under the said mortgage on the 24th day of May, 1933, together with interest due and payable under the said mortgage, and there being claimed to be due on the said mortgage at the date of this notice for principal, interest, taxes and examination of title, a total sum of THREE THOUSAND FOUR HUNDRED EIGHTY SEVEN DOLLARS AND FOURTEEN CENTS ($3,487.14) over and above all legal set-offs and counter claims, and no suit or proceedings at law or in equity having been instituted to recover the debts secured by the said mortgage, or any part thereof. NOW, THEREFORE, by virtue of the power of sale contained in the said mortgage, and pursuant to the statutes in such case made and provided, NOTICE IS HEREBY GIVEN, that on **Wednesday, the 6th day of December, 1933**, at 12:00 o'clock noon, Eastern Standard Time, the undersigned will sell at public auction to the highest bidder, at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, State of Michigan, that being the place where the Circuit Court for the County of Oakland is held, the premises described in the said mortgage, or so much thereof as may be necessary to realize the aforesaid amounts due on the said mortgage, together with interest thereon and all legal costs, charges and expenses, including Attorneys fee allowed by law, which said premises are situated in the Township of Royal Oak, County of Oakland and State of Michigan; described as follows, to-wit:

Lot 435 Hazelpark Subdivision of part of Nine Oakland Subdivision No. 1 of West ½ of northwest ¼ of Section 36, according to the plat thereof as recorded in Liber 29 page 13 of Plats, Oakland County, Michigan records.

Dated at Detroit, Michigan, this 5th day of September, 1933.

NEWELL B. WALLACE, Receiver, Northwestern State Bank, A Michigan banking corporation, Mortgagee

A. W. Sempliner,
Attorney,
2003 Dime Bank Building,
Detroit, Michigan.

643

Anderson, Wilcox, Lacy & Lawson, Attorney for Assignee of Mortgage, 1928 Buhl Building, Detroit, Michigan.

MORTGAGE SALE—DEFAULT having been made in the conditions of a certain mortgage made by GEORGE A. BEECHER and CAROLYN F. BEECHER, his wife, both of the City of Birmingham, County of Oakland and State of Michigan, to the DETROIT AND SECURITY TRUST COMPANY of the City of Detroit, County of Wayne and State of Michigan, a corporation organized and existing under the laws of the State of Michigan and having its principal place of business in the City of Detroit, dated the 15th day of October, A. D. 1929, and recorded in the office of the Register of Deeds for Oakland County, Michigan, on the 11th of November, A. D. 1929, in Liber 624 of Mortgages, on page 499-502, which mortgage was assigned by the said DETROIT AND SECURITY TRUST COMPANY to CHILDREN'S FUND OF MICHIGAN, a Michigan corporation, by assignment dated the 29th day of January, A. D. 1930, and recorded in the aforementioned Register of Deeds office on the 11th day of February, A. D. 1930, in Liber 630 of mortgages, on page 475-6; and which mortgage was further assigned by the said CHILDREN'S FUND OF MICHIGAN to DETROIT TRUST COMPANY, a Michigan corporation, by assignment dated the 23rd day of August, A. D. 1933, and recorded in the aforementioned Register of Deeds office on the 6th day of September, A. D. 1933, in Liber 717 of mortgages on page 41-2, on which mortgage there is due and unpaid at the date of this notice, including principal, tax search and interest, the sum of TEN THOUSAND SEVEN HUNDRED TWENTY-EIGHT and 22/100 ($10,728.22) Dollars, and no suit or proceedings at law or in equity having been instituted to recover the debt now remaining secured by said mortgage, or any part thereof;

NOW, THEREFORE, NOTICE is hereby given that by virtue of the power of sale in said mortgage contained, and of the statute of the State of Michigan, the undersigned will sell at public auction to the highest bidder for cash on **Thursday, the 28th day of December, A. D. 1933** at twelve o'clock noon, Eastern Standard Time, at the easterly or Saginaw Street entrance to the Oakland County Building in the City of Pontiac, County of Oakland, and State of Michigan (that being the building wherein the Circuit Court for the County of Oakland is held) the premises described in said mortgage, or sufficient thereof to satisfy said indebtedness with seven per cent (7%) interest and all legal costs allowed by law and provided for in said mortgage, including attorneys' fees, the following described premises, situated in the Village of Birmingham, County of Oakland, and State of Michigan:

Lot Two (2) Block 1, of H. A. Poppleton's Addition to the Village of Birmingham. Being part of the southeast quarter of Section 25, Town 2 North, Range 10 East, Bloomfield Township, Oakland County, Michigan. Plat recorded on June 5th, 1894 in liber 4 of plats, page 43, and being situated on the North side of Maple Avenue E. between Poppleton and Worth Streets, together with the hereditaments and appurtenances thereof.

Dated: September 11, 1933.

DETROIT TRUST COMPANY, Assignee of Mortgagee.

ANDERSON, WILCOX, LACY AND LAWSON,
Attorneys for Assignee of Mortgagee.

639

Anderson, Wilcox, Lacy & Lawson, Attorney for Assignee of Mortgage, 1928 Buhl Building, Detroit, Michigan.

MORTGAGE SALE—DEFAULT having been made in the conditions of a certain mortgage made by FRANS O. FRANSON, a widower, of the City of Ferndale, County of Oakland and State of Michigan, to the DETROIT AND SECURITY TRUST COMPANY of the City of Detroit, County of Wayne and State of Michigan, a corporation organized and existing under the laws of the State of Michigan and having its principal place of business in the City of Detroit, dated the 7th day of September, A. D. 1929, and recorded in the office of the Register of Deeds for Oakland County, Michigan, on the 18th of September, A D. 1929, in Liber 619 of Mortgages, on Page 316-19, and which mortgage was assigned by the said DETROIT AND SECURITY TRUST COMPANY to CHILDREN'S FUND OF MICHIGAN, a Michigan corporation, by assignment dated the 4th day of February, A. D. 1930, and recorded in the aforementioned Register of Deeds office on the 25th day of February, A. D. 1930, in Liber 641 of mortgages, on page 217-18; and which mortgage was further assigned by the said CHILDREN'S FUND OF MICHIGAN to DETROIT TRUST COMPANY, a Michigan corporation, by assignment dated the 23rd day of August, A. D. 1933, and recorded in the aforementioned Register of Deeds office on the 6th day of September, A. D. 1933, in Liber 717 of Mortgages, on page 33-4, on which mortgage there is due and unpaid at the date of this notice, including principal, tax search and interest, the sum of FOUR THOUSAND FOUR HUNDRED FORTY-TWO and 17/100 ($4,442.17) Dollars, and no suit or proceedings at law or in equity having been instituted to recover the debt now remaining secured by said mortgage, or any part thereof;

NOW, THEREFORE, NOTICE is hereby given that by virtue of the power of sale in said mortgage contained, and of the statute of the State of Michigan, the undersigned will sell at public auction to the highest bidder for cash on **Thursday, the 28th day of December, A. D. 1933** at twelve o'clock noon, Eastern Standard Time, at the easterly or Saginaw Street entrance to the Oakland County Building in the City of Pontiac, County of Oakland, and State of Michigan (that being the building wherein the Circuit Court for the County of Oakland is held) the premises described in said mortgage, or sufficient thereof to satisfy said indebtedness with seven per cent (7%) interest and all legal costs allowed by law and provided for in said mortgage, including attorneys' fees, the following described premises, situated in the City of Ferndale, County of Oakland, and State of Michigan:

Lot one hundred sixty-six (166) Woodland Park Subdivision of part of Sections 27 and 28, Town 1 North of Range 11 East, Township of Royal Oak, County of Oakland, State of Michigan. Plat recorded November 28, 1914 in Liber 11 of Plats, page 12, and being situated on the South side of Drayton Avenue between Livernois Avenue and Woodward Avenue, together with the hereditaments and appurtenances thereof.

Dated: September 5, 1933.

DETROIT TRUST COMPANY, Assignee of Mortgagee.

ANDERSON, WILCOX, LACY AND LAWSON,
Attorneys for Assignee of Mortgagee.

642

Anderson, Wilcox, Lacy & Lawson, Attorney for Assignee of Mortgage, 1928 Buhl Building, Detroit, Michigan.

MORTGAGE SALE—DEFAULT having been made in the conditions of a certain mortgage made by MILLER-STORM COMPANY, INCORPORATED, a Michigan corporation, of the City of Detroit, County of Wayne and State of Michigan, to the DETROIT AND SECURITY TRUST COMPANY of the City of Detroit, County of Wayne and State of Michigan, a corporation organized and existing under the laws of the State of Michigan and having its principal place of business in the City of Detroit, dated the 3rd day of October, A. D. 1929, and recorded in the office of the Register of Deeds for Oakland County, Michigan, on the 12th of October, A. D. 1929, in Liber 621 of Mortgages, on Page 554-7, which mortgage was assigned by the said DETROIT AND SECURITY TRUST COMPANY to CHILDREN'S FUND OF MICHIGAN, a Michigan corporation, by assignment dated the 4th day of February, A. D. 1930, and recorded in the aforementioned Register of Deeds office on the 25th day of February, A. D. 1930, in Liber 641 of mortgages, on page 225-6; and which mortgage was further assigned by the said CHILDREN'S FUND OF MICHIGAN to DETROIT TRUST COMPANY, a Michigan corporation, by assignment dated the 23rd day of August, A. D. 1933, and recorded in the aforementioned Register of Deeds office on the 6th day of September, A. D. 1933, in liber 717 of mortgages on page 39-40, on which mortgage there is due and unpaid at the date of this notice, including principal, tax search, fire insurance premium, and interest, the sum of FOUR THOUSAND SIXTY-FIVE and 13/100 ($4,065.13) Dollars and no suit or proceedings at law or in equity having been instituted to recover the debt now remaining secured by said mortgage, or any part thereof;

NOW, THEREFORE, NOTICE is hereby given that by virtue of the power of sale in said mortgage contained, and of the statute of the State of Michigan, the undersigned will sell at public auction to the highest bidder for cash on **Thursday, the 28th day of December, A. D. 1933** at twelve o'clock noon, Eastern Standard Time, at the easterly or Saginaw Street entrance to the Oakland County Building in the City of Pontiac, County of Oakland, and State of Michigan (that being the building wherein the Circuit Court for the County of Oakland is held) the premises described in said mortgage, or sufficient thereof to satisfy said indebtedness with seven per cent (7%) interest and all legal costs allowed by law and provided for in said mortgage, including attorneys' fees, the following described premises, situated in the City of Ferndale, County of Oakland and State of Michigan.

Lot Five (No. 5) of Block P of Leggett Farm Subdivision of west ½ of northeast ¼ and east ½ of northwest ¼ of section 33, Town 1 North, Range 11 East, Royal Oak Twp., Oakland County, Michigan. Recorded April 7, 1916, in liber 13 of plats, page 21 and being situated on the South side of Troy Avenue between Central and Republic Avenues, together with the hereditaments and appurtenances thereof.

Dated: September 5, 1933.

DETROIT TRUST COMPANY, Assignee of Mortgagee.

ANDERSON, WILCOX, LACY AND LAWSON,
Attorneys for Assignee of Mortgagee.

640

Anderson, Wilcox, Lacy & Lawson, Attorney for Assignee of Mortgage, 1928 Buhl Building, Detroit, Michigan.

MORTGAGE SALE—DEFAULT having been made in the conditions of a certain mortgage made by ARSSEN WISHKOVICK and DANICA WISHKOVICH, both as his wife and in her individual right, both of the City of Hazel Park, County of Oakland and State of Michigan, to the DETROIT AND SECURITY TRUST COMPANY, of the City of Detroit, County of Wayne and State of Michigan, a corporation organized and existing under the laws of the State of Michigan and having its principal place of business in the City of Detroit, dated the 25th day of June, A. D. 1929, and recorded in the office of the Register of Deeds for Oakland County, Michigan, on the 22nd of July, A.D. 1929, in Liber 599 of Mortgages, on Page 564-7, which mortgage was assigned by the said DETROIT AND SECURITY TRUST COMPANY to CHILDREN'S FUND OF MICHIGAN, a Michigan corporation, by assignment dated the 12th day of September, A. D. 1929, and recorded in the aforementioned Register of Deeds office on the 21st day of September, A. D. 1929, in Liber 614 of Mortgages, on page 578-9; and which mortgage was further assigned by the said CHILDREN'S FUND OF MICHIGAN to DETROIT TRUST COMPANY, a Michigan corporation, by assignment dated the 23rd day of August, A. D. 1933, and recorded in the aforementioned Register of Deeds office on the 6th day of September, A. D. 1933, in Liber 717 of Mortgages, on page 35-6, on which mortgage there is due and unpaid, at the date of this notice, including principal, tax search, and interest, the sum of TWO THOUSAND NINE HUNDRED SEVENTY-THREE and 33/100 ($2,973.33) Dollars, and no suit or proceedings at law or in equity having been instituted to recover the debt now remaining secured by said mortgage, or any part thereof;

NOW, THEREFORE, NOTICE is hereby given that by virtue of the power of sale in said mortgage contained, and of the statute of the State of Michigan, the undersigned will sell at public auction to the highest bidder for cash on **Thursday, the 28th day of December, A. D. 1933** at twelve o'clock noon, Eastern Standard Time, at the easterly or Saginaw Street entrance to the Oakland County Building in the City of Pontiac, County of Oakland, and State of Michigan (that being the building wherein the Circuit Court for the County of Oakland is held) the premises described in said mortgage, or sufficient thereof to satisfy said indebtedness with seven per cent (7%) interest and all legal costs allowed by law and provided for in said mortgage, including attorneys' fees, the following described premises, situated in the Township of Royal Oak, County of Oakland, and State of Michigan:

Lot Two Hundred Twenty-Four (224) FORD HEIGHTS SUBDIVISION of Part of the South ½ of Section 35, Town 1 North, Range 11 East, Oakland County. Plat Recorded November 17, 1913, in Liber 9, page 25 Plats, and being situated on the North side of Evelyn between West End and Wandda together with the hereditaments and appurtenances thereof.

Dated: September 5, 1933.

DETROIT TRUST COMPANY, Assignee of Mortgagee.

ANDERSON, WILCOX, LACY AND LAWSON,
Attorneys for Assignee of Mortgagee.

641

Anderson, Wilcox, Lacy & Lawson, Attorney for Assignee of Mortgage, 1928 Buhl Building, Detroit, Michigan.

MORTGAGE SALE—DEFAULT having been made in the conditions of a certain mortgage made by DAVID STRAUS and ELIZABETH STRAUS, both as his wife and in her individual right, both of the City of Detroit, County of Wayne and State of Michigan, to the DETROIT AND SECURITY TRUST COMPANY of the City of Detroit, County of Wayne and State of Michigan, a corporation organized and existing under the laws of the State of Michigan and having its principal place of business in the City of Detroit, dated the 5th day of July, A. D. 1929, and recorded in the office of the Register of Deeds for Oakland County, Michigan, on the 9th of July, A. D. 1929, in Liber 598 of Mortgages, on Page 249-52, which mortgage was assigned by the said DETROIT AND SECURITY TRUST COMPANY, to CHILDREN'S FUND OF MICHIGAN, a Michigan corporation, by assignment dated the 9th day of August, A. D. 1929, and recorded in the aforementioned Register of Deeds office on the 12th day of September, A. D. 1929, in Liber 611 of Mortgages, on page 172-3; and which mortgage was further assigned by the said CHILDREN'S FUND OF MICHIGAN to DETROIT TRUST COMPANY, a Michigan corporation, by assignment dated the 23rd day of August, A. D. 1933, and recorded in the aforementioned Register of Deeds office on the 6th day of September, A. D. 1933, in liber 717 of mortgages, on page 37-8, on which mortgage there is due and unpaid at the date of this notice, including principal, tax search, and interest, the sum of FOUR THOUSAND TWO HUNDRED FIFTY-EIGHT and 79/100 ($4,258.79) Dollars, and no suit or proceedings at law or in equity having been instituted to recover the debt now remaining secured by said mortgage or any part thereof;

NOW, THEREFORE, NOTICE is hereby given that by virtue of the power of sale in said mortgage contained, and of the statute of the State of Michigan, the undersigned will sell at public auction to the highest bidder for cash on **Thursday, the 28th day of December, A. D. 1933** at twelve o'clock noon, Eastern Standard Time, at the easterly or Saginaw Street entrance to the Oakland County Building in the City of Pontiac, County of Oakland, and State of Michigan (that being the building wherein the Circuit Court for the County of Oakland is held) the premises described in said mortgage, or sufficient thereof to satisfy said indebtedness with seven per cent (7%) interest and all legal costs allowed by law and provided for in said mortgage, including attorneys' fees, the following described premises, situated in the City of Ferndale, County of Oakland, and State of Michigan:

Lot numbered Seventy-six (76) Aston's Subdivision of Knowles' Heights of West 20 acres of Southwest quarter of Southeast quarter of Section 27, Town 1, North Range 11 East, Royal Oak Township, Oakland County, Michigan. Plat recorded June 22, 1914, Liber 10, page 24, Plats; and being situated on the Southeast corner of Bermuda and Breckenridge Avenues, together with the hereditaments and appurtenances thereof.

Dated: September 5, 1933.

DETROIT TRUST COMPANY, Assignee of Mortgagee.

ANDERSON, WILCOX, LACY AND LAWSON,
Attorneys for Assignee of Mortgagee.

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Patterson and Patterson and C. D. Underwood, Attorneys for Mortgagee, Pontiac Bank Building, Pontiac, Michigan.

MORTGAGE SALE—DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Carl B. Gifford and Mary I. Gifford, his wife to Pontiac Commercial and Savings Bank, of Pontiac, Michigan, a Michigan Banking Corporation, dated the 10th day of August, A. D. 1929, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 12th day of August, A. D. 1929, in Liber 602 of Mortgages, on pages 227 to 230, of which Bank Hugh A. McPherson was appointed Receiver by the Circuit Court for the County of Oakland, State of Michigan, in Chancery, on July 28th, 1931, on which mortgage there is claimed to be due at the date of this notice, for principal, interest, and insurance the sum of Eight Hundred Forty-eight and 03/100 ($848.03) Dollars, and an attorney's fee of Thirty-five and 00/100 ($35.00) dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Tuesday, the 12th day of December, A. D. 1933**, at eleven o'clock in the forenoon, Eastern Standard Time, the undersigned will, at the Easterly entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with 7 per cent interest, and all legal costs, together with said attorney's fee, together with any taxes or insurance that may be paid by the undersigned prior to such sale on the mortgaged premises, which premises are described as follows: Property situated in the City of Pontiac, County of Oakland and State of Michigan, described as follows, to-wit: Lot number two hundred and sixty (260) of Sanderson and Johnston's Addition to the City of Pontiac, Michigan, according to the recorded plat thereof.

Hugh A. McPherson,
Receiver of The Pontiac Commercial and Savings Bank of Pontiac, Michigan, a Michigan Banking Corporation, Mortgagee.

Dated: September 14, 1933.

Patterson and Patterson,
C. D. Underwood,
Attorneys for Mortgagee,
Pontiac Bank Building,
Pontiac, Michigan.

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A. Floyd Blakeslee, Attorney for Mortgagee, 503 Pontiac Bank Building, Pontiac, Michigan.

MORTGAGE SALE—DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Clarence Billing and Francesca V. Billing, his wife, to Peoples State Bank of Farmington, a corporation organized under the laws of the State of Michigan, dated the 4th day of October, A. D. 1922, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 7th day of October, A. D. 1922, in Liber 299 of Mortgages, on page 115, of which bank John N. Daley was appointed Receiver by the Circuit Court for the County of Oakland, State of Michigan, in Chancery, on the 18th day of August, A. D. 1932, on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of ONE THOUSAND ONE HUNDRED SEVENTEEN and 39/100 ($1,117.39) Dollars, and an attorney's fee of Thirty-five ($35.00) dollars, as provided for in said mortgage, and no suit or proceedings at law having been instituted to recover the moneys secured by said mortgage, or any part thereof.

NOTICE IS HEREBY GIVEN, that by virtue of the power of sale contained in said mortgage, and the statute in such case made and provided, on **Tuesday, the 26th day of December, A. D. 1933**, at 10 o'clock in the forenoon, Eastern Standard Time, the undersigned will, at the Saginaw Street entrance of the Court House in the city of Pontiac, Michigan, that being the place where the Circuit Court for the County of Oakland is held, sell at public auction, to the highest bidder, the premises described in said mortgage, or so much thereof as may be necessary to pay the amount so as aforesaid due on said mortgage, with seven per cent interest, and all legal costs, together with said attorney's fee, to-wit

Lot numbered Eighty-two (82) in Meadowbrook Heights Subdivision, of the West half of the southwest one-half of section Thirty-six (36), south of the center line of Grand River Avenue, Town One North, of Range nine east, as recorded in Oakland County Plats, Oakland County Register of Deeds office. All in the township of Farmington, County of Oakland and state of Michigan.

Dated: September 15th, 1933.

JOHN N. DALEY, Receiver, Peoples State Bank of Farmington, a Michigan Banking Corporation, Mortgagee.

A. Floyd Blakeslee,
Attorney for Mortgagee,
503 Pontiac Bank Building,
Pontiac, Michigan.

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Anderson, Wilcox, Lacy & Lawson, Attorney for Assignee of Mortgage, 1928 Buhl Building, Detroit, Michigan.

MORTGAGE SALE—DEFAULT having been made in the conditions of a certain mortgage made by ALEXANDER A. REMLER, a single man, of the City of Royal Oak, County of Oakland and State of Michigan, to the DETROIT AND SECURITY TRUST COMPANY, of the City of Detroit, County of Wayne and State of Michigan, a corporation organized and existing under the laws of the State of Michigan and having its principal place of business in the City of Detroit, dated the 12th day of September, A. D. 1929, and recorded in the office of the Register of Deeds for Oakland County, Michigan, on the 16th of September, A. D. 1929, in Liber 618 of Mortgages, on Page 526-9, which mortgage was assigned by the said DETROIT AND SECURITY TRUST COMPANY to CHILDREN'S FUND OF MICHIGAN, a Michigan corporation, by assignment dated the 4th day of February, A. D. 1930, and recorded in the aforementioned Register of Deeds office on the 25th day of February, A. D. 1930, in Liber 641 of mortgages, on page 215-16; and which mortgage was further assigned by the said CHILDREN'S FUND OF MICHIGAN to DETROIT TRUST COMPANY, a Michigan corporation, by assignment dated the 23rd day of August, A. D. 1933, and recorded in the aforementioned Register of Deeds office on the 6th day of September, A. D. 1933, in Liber 717 of mortgages, on page 31-2, on which mortgage there is due and unpaid at the date of this notice, including principal, tax search, fire insurance premium, and interest, the sum of FOUR THOUSAND FIFTY-THREE and 76/100 ($4,053.76) Dollars, and no suit or proceedings at law or in equity having been instituted to recover the debt now remaining secured by said mortgage, or any part thereof;

NOW, THEREFORE, NOTICE is hereby given that by virtue of the power of sale in said mortgage contained, and of the statute of the State of Michigan, the undersigned will sell at public auction to the highest bidder for cash on **Thursday, the 28th day of December, A. D. 1933** at twelve o'clock noon, Eastern Standard Time, at the easterly or Saginaw Street entrance to the Oakland County Building in the City of Pontiac, County of Oakland, and State of Michigan (that being the building wherein the Circuit Court for the County of Oakland is held) the premises described in said mortgage, or sufficient thereof to satisfy said indebtedness with seven per cent (7%) interest and all legal costs allowed by law and provided for in said mortgage, including attorneys' fees, the following described premises, situated in the Township of Royal Oak, County of Oakland, and State of Michigan:

Lot thirty (30) of Emlo Park Subdivision of part of the northwest quarter of Section 10, Town 1 north, Range 11 East, Royal Oak Township, Oakland County, Michigan. Plat recorded March 8, 1916, in Liber 13, Page 12 of Plats; and being situated on the South side of the 13-Mile Road between Glendale Avenue and Main Street, together with the hereditaments and appurtenances thereof.

Dated: September 5, 1933.

DETROIT TRUST COMPANY, Assignee of Mortgagee.

ANDERSON, WILCOX, LACY AND LAWSON,
Attorneys for Assignee of Mortgagee.