Fainters Fall Forward

Persons who faint always fall forward.

842

Leon H. Hubbard, Attorney; 83½ Bagley Street, Pontiac, Michigan.

STATE OF MICHIGAN

In the Circuit Court for the County of Oakland in Chancery.

Bernice Dailey, Plaintiff, vs. Elmer Dailey, Defendant. D-3835.

ORDER OF PUBLICATION

At a session of said Court held in the County building, in the City of Pontiac, Michigan on the 9th day of June, A. D. 1934.

Present: Glenn C. Gillespie, Circuit Judge.

It satisfactorily appearing by affidavit on file that the said Elmer Dailey's residence is unknown and that it cannot be ascertained after diligent search.

It is ordered that the said defendant appear and answer the Bill of Complaint filed in this Cause within three months from the date of this order or that said bill may be taken as confessed against him and that this order be published according to law and a copy thereof mailed to the said defendant at his last known address.

GLENN C. GILLESPIE, Circuit Judge

A true copy. Lynn D. Allen, County Clerk. By Maurice E. Finnegan, Deputy

Leon H. Hubbard, Attorney for Plaintiff, 83½ Bagley Street, Pontiac, Michigan.

June 14—July 19.

832

C. D. Underwood, Attorney; 416 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 Daisy M. Shubert, Minnie E. Clefstad, Lorin L. Richmond and Dorothy Richmond, his wife, and Helen M. Eastman, all of Pontiac, Michigan to Pontiac Commercial and Savings Bank, of Pontiac, Michigan a Michigan Banking Corporation dated the 16th day of July, A. D. 1928, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 17th day of July, A. D. 1928 in Liber 533 of Mortgages, on page 269-72, which mortgage was assigned by said Pontiac Commercial and Savings Bank, of Pontiac, Michigan, a Michigan Banking Corporation, by an assignment dated July 16th, 1928, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan on the 17th day of July, 1928, in Liber 572 of Mortgages on page 379-80 to William H. Williamson on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Fifteen thousand and 00/100 Dollars, and an attorney's fee of Thirty-five and 00/100 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 Wednesday, the 22nd day of August, A. D. 1934, at 11:00 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 7 per cent interest, and all legal costs, together with said attorney's fee, to-wit: The west 55 feet of lot twenty-one (21) and the east 6 feet of lot twenty-two (22) of Darrow and Pecks Plat in subdivision of Out Lots 14, 15, 16, 25 and 26 in the Southeast ¼ of Section 29, Town 3 North, Range 10 East, Michigan.

Dated May 23, 1934.

WILLIAM H. WILLIAMSON, Assignee of Mortgagee

C. D. UNDERWOOD Attorney for Assignee of Mortgagee. 416 Pontiac Bank Building, Pontiac, Michigan.

May 24—Aug. 16.

797

Race, Haass and Allen, Attorneys; 1726 Dime Bank Building, Detroit, Michigan.

NOTICE IS HEREBY GIVEN that default has occurred in the conditions of a mortgage made by JOHN D. HARRISON and ILA R. HARRISON, his wife, to AMERICAN TRUST COMPANY, formerly AMERICAN LOAN AND TRUST COMPANY, a Michigan corporation, dated May 15, A. D. 1928, and recorded May 29, A. D. 1928, in the Office of the Register of Deeds for Oakland County, Michigan, in Liber 526 of Mortgages at Pages 347-50; that the amount claimed to be due on said mortgage and secured thereby at the date of this notice, for principal, interest and title search is THIRTEEN THOUSAND FOUR HUNDRED THREE and 09/100 ($13,403.09) Dollars, and no suit or proceedings at law or in equity has been instituted to recover said debt or any part thereof; that by virtue of the power of sale contained in said mortgage, and the Michigan statute in such case made and provided, on Wednesday, July 18, A. D. 1934, at twelve o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Saginaw Street entrance to the Oakland County Building, Pontiac, Oakland County, Michigan (that being the building where the Circuit Court for the County of Oakland is held), of the lands and premises described in said mortgage, viz:

Land situated in the City of Ferndale, County of Oakland and State of Michigan, described as follows: Lot Three Hundred Seventy-six (376), WOODWARD HEIGHTS SUBDIVISION of the southerly part of Sections Twenty-seven (27) and Twenty-eight (28), Town One (1) north, Range Eleven (11) east, Township of Royal Oak, according to the plat thereof recorded in the office of the Register of Deeds for Oakland County in Liber 11 of Plats, on Page 15, together with the hereditaments and appurtenances thereof; said premises being situated on Breckenridge Avenue, between Livernois and Woodward Avenues, or so much thereof as may be necessary to satisfy the amount due on said mortgage, the interest, costs, expenses and statutory attorney's fee allowed by law or provided for in said mortgage, and any sums paid by the undersigned for the protection of the lien of said mortgage.

Dated April 16, 1934.

AMERICAN TRUST COMPANY, formerly AMERICAN LOAN AND TRUST COMPANY, Mortgagee.

RACE, HAASS and ALLEN, Attorneys for Mortgagee, 1726 Dime Bank Building, Detroit, Michigan.

April 19—July 12.

809

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

MORTGAGE SALE—DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Eugene Brown, and Olive Brown, his wife, to The Peoples State Bank of Farmington, a Michigan Banking Corporation, dated the 4th 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 15th day of August, A. D. 1927 in Liber 486 of Mortgages, on page 346-9, 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, and insurance the sum of One Thousand Six Hundred Twenty-seven and 64/100 ($1,627.64), 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 Monday, the 30th day of July, A. D. 1934, at 10:00 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 Eight (8) of Ebenezer Stuarts Plat as per recorded plat, recorded in the office of the Register of Deeds, City of Farmington, Oakland County, Michigan.

JOHN N. DALEY, RECEIVER PEOPLES STATE BANK OF FARMINGTON, A Michigan Banking Corporation, Mortgagee.

Dated April 23, 1934.

A. FLOYD BLAKESLEE, Attorney for Mortgagee. 503 Pontiac Bank Building, Pontiac, Michigan.

April 26— July 19.

798

Race, Haass and Allen, Attorneys; 1726 Dime Bank Building, Detroit, Michigan.

NOTICE IS HEREBY GIVEN that default has occurred in the conditions of a mortgage made by JOHN D. HARRISON, and ILA R. HARRISON, his wife, to AMERICAN TRUST COMPANY, formerly AMERICAN LOAN AND TRUST COMPANY, a Michigan corporation, dated February 1, A. D. 1928, and recorded February 10, A. D. 1928 in the Office of the Register of Deeds for Oakland County, Michigan, in Liber 515 of Mortgages at Pages 316-19; that the amount claimed to be due on said mortgage and secured thereby at the date of this notice, for principal, interest, and title search, is THREE THOUSAND NINETY-NINE and 12/100 ($3,099.12) Dollars, and no suit or proceedings at law or in equity has been instituted to recover said debt or any part thereof; that by virtue of the power of sale contained in said mortgage, and the Michigan statute in such case made and provided, on Wednesday, July 18, A. D. 1934, at twelve o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Saginaw Street entrance to the Oakland County Building, Pontiac, Oakland County, Michigan (that being the building where the Circuit Court for the County of Oakland is held) of the lands and premises described in said mortgage, viz:

Land situated in the City of Ferndale, County of Oakland and State of Michigan, described as follows: Lot numbered Forty-four (44), LUX HOWEY LAND COMPANY'S RIDGE ROAD SUBDIVISION, of the south one-half (½) of the north twenty-six and thirty-nine hundredths (26.39) acres of the east one-half (½) of the northeast one-quarter (¼) of Section Thirty-three (33), Town One (1) north, Range Eleven (11) east, according to the plat thereof recorded in the office of the Register of Deeds for Oakland County in Liber 13 of Plats, on Page 2, together with the hereditaments and appurtenances thereof; said premises being situated on the south side of Beaufield Avenue, between Albany and the Nine Mile Road, or so much thereof as may be necessary to satisfy the amount due on said mortgage, the interest, costs, expenses and statutory attorney's fee allowed by law or provided for in said mortgage, and any sums paid by the undersigned for the protection of the lien of said mortgage.

Dated April 16, 1934.

AMERICAN TRUST COMPANY, formerly AMERICAN LOAN AND TRUST COMPANY, Mortgagee.

RACE, HAASS and ALLEN, Attorneys for Mortgagee, 1726 Dime Bank Building, Detroit, Michigan.

April 19—July 12.

809

Goodloe H. Rogers, Attorney; 706 Pontiac Bank Bldg., Pontiac, Mich.

MORTGAGE SALE—DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Herbert Tuttle and Alice E. Tuttle his wife, of Detroit, Michigan, to James B. Halsted and Harvey Halsted, of Farmington, Michigan, dated the 29th day of October, A. D. 1917, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 29th day of October, A. D. 1917, in Liber 245 of Mortgages, on page 282-283; the interest of the said Harvey Halsted in said mortgage was assigned by the said Harvey Halsted to the said James B. Halsted, by an assignment dated February 5, 1923, and recorded in the office of the Register of Deeds for the said County of Oakland, on February 17th, 1923, in Liber 286 of mortgages on page 514, on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of THREE THOUSAND, NINE HUNDRED AND SEVEN and 50/100 Dollars, ($3,907.50), and no suit or proceeding at law or in equity having been had or 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 in such case made and provided, NOTICE IS HEREBY GIVEN, that on Tuesday, the 7th day of August, A. D. 1934, at 11 o'clock in the forenoon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place 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 on said mortgage as aforesaid, with 5½ per cent interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows:

Situate in the Township of Farmington, County of Oakland and State of Michigan, described as follows, to-wit:

The east half of the southeast quarter of Section Five (5) containing eighty (80) acres more or less; and the north twenty (20) acres of the east half of the west half of the southeast quarter of Section Five (5). Excepting and reserving from the above described twenty acres of land four and one half acres on the west side heretofore deeded to J. M. Hendryx by Lizzie A. Lamb, meaning to convey 95½ acres of land more or less.

FRANCES A. HALSTED, Executrix of the Estate of James B. Halsted, deceased, Mortgagee.

Dated April 30th, 1934.

GOODLOE H. ROGERS, Attorney for Mortgagee, Business Address: 706 Pontiac Bank Bldg., Pontiac, Michigan.

May 3—July 26.

829

Leslie T. Jones, Attorney; 929 Penobscot Building, Detroit, Michigan.

NOTICE OF FORECLOSURE—Default having been made in the terms and

conditions of a certain mortgage made by MARCUS R. BURROWES and EMMA KATHLEEN BURROWES, his wife, of Farmington, Michigan, as Mortgagors, to the Farmington State Savings Bank of Farmington, Michigan, as Mortgagee, dated the 24th day of July, 1925, and recorded in the office of the Register of Deeds for Oakland County, Michigan, on the 28th day of July, 1925 in Liber 369, of Mortgages, on page 333-6, and assigned on August 25, 1925 by the Farmington State Savings Bank to The UNITED SAVINGS BANK OF DETROIT, MICHIGAN, a corporation duly organized and doing business under the laws of the State of Michigan, and recorded in the office of the Register of Deeds for Oakland County, Michigan, on the 28th day of August, 1925, in Liber 378 of Mortgages, on Page 385-6, on which mortgage, because of said default, there is claimed to be due and unpaid at the date of this notice principal and interest in the sum of Seven Thousand Four Hundred Twenty One and 43/100 ($7,421.43) Dollars, together with taxes in the sum of Two Hundred Fifty Two and 2/100 ($252.02) Dollars, making a total of Seven Thousand Six Hundred Seventy Three and 45/100 ($7,673.45) Dollars.

And no suit or proceedings at law or in equity having been instituted for the recovery of said amount, or any portion thereof, now, therefore, by virtue of the power of sale in said mortgage contained and of the statute in such case made and provided, notice is hereby given that said Mortgagee will sell the premises described in said mortgage at public auction or vendue to the highest bidder therefor, at the Easterly or Saginaw Street entrance of the Oakland County Building in the City of Pontiac, Oakland County, Michigan, (that being the place of holding the Circuit Court for said County), on Tuesday, the 7th day of August A. D. 1934 at 12:00 o'clock noon (Eastern Standard time of said date), or so much of said premises as shall be necessary to satisfy the amount due on said mortgage as aforesaid, together with seven (7) per cent interest per annum from the date of this notice and the costs allowed by law and provided for in said mortgage, including an attorney fee, said premises being situated in the Township of Farmington, County of Oakland and State of Michigan, described as follows:

Beginning at a point on the north and south quarter section line of Section 21, Town one north, range nine east, Farmington Township, Oakland County, Michigan, south 2 degrees east 760 feet from the center of Section 21; thence north 53 degrees 15' east 83 feet to a point; thence south 68 degrees 25' east 178 feet to a point; thence north 53 degrees 40' east 88 feet to a point; thence south 30 degrees 30' east 338 feet to a point; thence south 14 degrees 5' west 71 feet to a point; thence south 60 degrees 20' west 114 feet to a point; thence south 50 degrees 20' West 64 feet to a point; thence south 21 degrees 15' west 78 feet to a point; thence north 81 degrees 25' west 355 feet to a point on the north and south Quarter Section line of Section 21; thence north 2 degrees west 460 feet along said north and south quarter section line to the point of beginning, being 4.3 acres more or less.

Dated at Detroit, Michigan, May 10th, 1934.

THE UNITED SAVINGS BANK OF DETROIT, Assignee of Mortgagee. By Joseph A. Brandt, Asst. Vice- President.

LESLIE T. JONES, Attorney for Assignee of Mortgagee. 929 Penobscot Bldg. Detroit, Michigan.

May 10—Aug. 2

826

E. L. Phillips, Attorney; 618 Pontiac Bank Bldg., Pontiac, Michigan

NOTICE OF MORTGAGE FORECLOSURE SALE—DEFAULT having been made in the terms and conditions of a certain mortgage made by George L. Henning and Jane E. Henning, his wife, of Emshton, Livingston County, Michigan, to Marion Coomer and Mary E. Coomer, his wife, or to the survivor of them, of Waterford Township, Oakland County, Michigan, dated the 27th day of January, A. D. 1928, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan on the 27th day of January, A. D. 1928, in Liber 513 of Mortgages, on pages 455-458 (both of said mortgagees now being deceased, and the said Marion Coomer having survived his wife, Mary E. Coomer, and the undersigned Elbert M. Wilmot having been appointed Executor of the Estate of the said Marion Coomer, deceased, and having qualified as such, prior to the date hereof) on which mortgage there is claimed to be due at the date of this notice, for principal and interest, the sum of Seventy three hundred sixty nine and 46/100 ($7,369.46) Dollars, and no suit or proceeding 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 in said mortgage contained, and pursuant to the Statue in such case made and provided, NOTICE IS HEREBY GIVEN, that the said mortgage will be foreclosed by a sale at public vendue on Monday, the Twentieth day of August, A. D. 1934 at Eleven o'clock in the forenoon, at the Easterly Entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place of holding the Circuit Court within said County) of the premises described in said mortgage, or so much thereof as may be necessary to pay the amount due on said mortgage, including principal, interest, taxes, insurance and all legal costs allowed by law, and provided for in said mortgage, including attorney fees; said lands being situated in the Township of Novi, County of Oakland and State of Michigan, described as follows, to-wit:-

The East half of the Northwest quarter and the West twenty-five (25) acres of the Southwest quarter of the Northeast quarter of Section nine (9), Town one (1) North, Range Eight (8) East, containing one hundred five (105) acres more or less.

Also part of the Northeast quarter of the Southwest quarter of Section nine (9), Town one (1) North, Range eight (8) East, described as follows: Beginning at Northwest corner of said Northeast quarter of Southwest quarter of said Section nine (9): thence East sixty (60) rods; thence South fifty-three and one-third (53⅓) rods; thence West sixty (60) rods; thence North fifty-three and one-third (53-⅓) rods to beginning, containing twenty (20) acres of land. Excepting therefrom the lands conveyed to the Holly, Wayne and Monroe Railway Company.

ELBERT M. WILMOT Executor of the Estate of Marion Coomer, deceased, survivor of Mary E. Coomer, his wife, surviving mortgagees.

Dated: May 21st, 1934

E. L. PHILLIPS, Attorney for Executor of the Estate of Marion Coomer, deceased. Business Address: 618 Pontiac Bank Building, Pontiac, Michigan.

May 24—August 16

828

Henry F. Gage, Attorney; Utica, Michigan.

MORTGAGE SALE—DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Edna Miller Burch, of the City of Detroit, Wayne County, Michigan, to The First National Bank of Utica, a Federal Banking Corporation, of the Village of Utica, Macomb County, Michigan, dated the 21st day of November, A. D. 1927, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 5th day of January, A. D. 1928, in Liber 511 of Mortgages, on pages 93-5 on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of One Thousand Seven Hundred and Ninety and 25/100 Dollars, ($1790.25), and no suit or proceeding at law or in equity having been had or 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 in such case made and provided, NOTICE IS HEREBY GIVEN, that on Tuesday, the 28th day of August, A. D. 1934 at eleven o'clock in the forenoon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place 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 on said mortgage as aforesaid, with 7 per cent interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows:

All that certain piece or parcel of land situate and being in the Township of Royal Oak, County of Oakland and State of Michigan, and described as follows, to-wit: Lot seven hundred twenty eight (728) Ford Heights Subdivision of part of the south half of section 35, Town 1 North, Range 11 East, Oakland County, Michigan, according to the Plat thereof as recorded in Register's Office for said County in Liber 9 of Plats on Page 25.

Dated May 29, 1934.

THE FIRST NATIONAL BANK OF UTICA. By William E. Malow, Jack Harvey and Arthur N. Chapoton, Liquidating Committee. Mortgagee.

HENRY F. GAGE, Attorney for Mortgagee, Business Address: Utica, Michigan.

May 31—Aug. 23.

827

STATE OF MICHIGAN

The Probate Court for the County of Oakland.

At a session of said Court, held at the Probate Office in the City of Pontiac, in said County, on the 2nd day of June A. D. 1934.

Present: Hon. Dan A. McGaffey, Judge of Probate.

In the matter of the Estate of CHARLES H. ELY, Deceased.

Carl R. Ely, administrator of said estate, having filed in said court a petition praying that the time for the presentation of claims against said estate be limited and that a time and place be appointed to receive, examine and adjust all claims and demands against said deceased by and before said court.

It is Ordered, that four months from this date be allowed for creditors to present claims against said estate.

It is Further Ordered, that the 5th day of November 1934 at nine o'clock in the forenoon, at said probate office, be and is hereby appointed for the examination and adjustment of all claims against said deceased. And for the examination and allowance of his final account, determination of the heirs of said deceased, assignment of the residue of said estate, and the discharge of said administrator.

DAN A. McGAFFEY, Judge of Probate.

A true copy Ruth Immick Harboldt, Register of Probate.

June 7—21

827

Hugh Francis and M. Simmons, Attorneys; 1801 Dime Bank Building, Detroit, Michigan.

MORTGAGE SALE—DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Floyd L. Smith and Ella A. Smith, his wife, acting by their Attorney-in-fact, Hazen W. Smith, duly appointed by powers of attorney, recorded in the office of the Register of Deeds for Oakland County, to State Security and Realty Company, a Michigan corporation, dated the first day of June, A. D. 1928, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 2nd day of July, A. D. 1928, in Liber 531 of Mortgages, on pages 113-16, and which said mortgage has been assigned by the said State Security and Realty Company to the Grange Life Insurance Company, a Michigan corporation, by assignment dated June 20, 1928, and recorded in the office of the Register of Deeds for Oakland County on July 12, 1928, in Liber 572 of Mortgages, on pages 253-4, and which said mortgage was assigned by said Grange Life Insurance Company to the Michigan Life Insurance Company, a Michigan corporation, by assignment dated May 29, 1930, and recorded in the office of the Register of Deeds for the County of Oakland on August 27, 1930, in Volume 683 of Mortgages on pages 375-6, on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal, interest, and insurance the sum of Four Thousand Three Hundred Nine Dollars and fifty-nine cents ($4,309.59), and no suit or proceeding at law or in equity having been had or 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 in such case made and provided, NOTICE IS HEREBY GIVEN, that on Monday the 27th day of August, A. D. 1934, at 12:00 o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place 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 on said mortgage as aforesaid, with interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows:

"Lands, premises and property situate in the Township of Royal Oak, County of Oakland and State of Michigan, described as follows, to-wit:

Lots numbered One thousand Four hundred eighty-one (1481) and One thousand Four hundred eighty-two (1482), NINE OAKLAND SUBDIVISION NUMBER THREE (3) of the south half of the east half of the east half of the south-east Quarter of Section Twenty-six (26), Town One (1) North Range Eleven (11) East, according to the plat thereof recorded May 3, 1917, in Liber 17, page 37, Plats, Oakland County Records.

Said premises being located on the north side of Nine Mile Road, between Stephenson Super Highway and John R Avenue, together with the hereditaments and appurtenances thereof."

MICHIGAN LIFE INSURANCE COMPANY, a Michigan corporation, Assignee of Mortgagee

Dated May 14, 1934.

HUGH FRANCIS and M. SIMMONS, Attorneys for Assignee of Mortgagee, Business Address: 1801 Dime Bank Building, Detroit, Michigan.

May 24—Aug. 16.

795

Leslie T. Jones, Attorney; 929 Penobscot Building, Detroit, Mich.

NOTICE OF FORECLOSURE—Default having been made in the terms and conditions of a certain mortgage made by IDA C. SMOCK and EMMA M. SMOCK, of Detroit, Michigan, as Mortgagors, to The United Savings Bank of Detroit, Michigan, a corporation duly organized and doing business under the laws of the State of Michigan, as Mortgagee, dated the 18th day of November, 1925 and recorded in the office of the Register of Deeds for Oakland County, Michigan, on the 18th day of November, 1925 in Liber 386 of Mortgages, on Page 504-5 on which mortgage, because of said default, there is claimed to be due and unpaid at the date of this notice principal and interest in the sum of Eight Thousand Two Hundred Sixty Eight and 71/100 ($8268.71) Dollars.

And no suit or proceedings at law or in equity having been instituted for the recovery of said amount, or any portion thereof, now, therefore, by virtue of the power of sale in said mortgage contained and of the statute in such case made and provided, notice is hereby given that said Mortgagee will sell the premises described in said mortgage at public auction or vendue to the highest bidder therefor, at the Easterly or Saginaw Street entrance of the Oakland County Building in the City of Pontiac, Oakland County, Michigan (that being the place of holding the Circuit Court for said County), on Tuesday the 17th day of July A. D. 1934 at 12:00 o'clock noon (Eastern Standard time of said date), or so much of said premises as shall be necessary to satisfy the amount due on said mortgage as aforesaid, together with Six (6%) percent interest per annum from the date of this notice and the costs allowed by law and provided for in said mortgage, including an attorney fee, said premises being situated in the Township of Farmington County of Oakland and State of Michigan, described as follows:

The West three-fourths of the West Half of the Southeast Quarter of Section Fifteen (15), Town 1 North of Range 9 East, Oakland County, Michigan.

Dated at Detroit, Michigan, April 19th, 1934.

THE UNITED SAVINGS BANK OF DETROIT, Mortgagee. By Joseph A. Brandt, Asst. Vice-President.

LESLIE T. JONES, Attorney for the Mortgagee, 929 Penobscot Building, Detroit, Michigan.

April 19—July 12.

791

Leslie T. Jones, Attorney; 929 Penobscot Building, Detroit, Mich.

NOTICE OF FORECLOSURE—DEFAULT having been made in the terms and conditions of a certain mortgage made by Herbert D. Murray and Clara H. Murray, his wife, of Detroit, Michigan, as Mortgagors, to The United Savings Bank of Detroit, Michigan, a corporation duly organized and doing business under the laws of the State of Michigan, as Mortgagee, dated the 6th day of May, 1925, and recorded in the office of the Register of Deeds, for Oakland County, Michigan, on the 9th day of May, 1925 in Liber 365 of Mortgages, on Page 269-72 on which mortgage, because of said default, there is claimed to be due and unpaid at the date of this notice principal and interest in the sum of Five Thousand Three Hundred Fifty Four and 38/100 ($5354.38) Dollars, and

Default having been made in the terms and conditions of a certain mortgage made by Herbert D. Murray and Clara H. Murray, his wife, of Huntington Woods, Michigan, as Mortgagors, to The United Savings Bank of Detroit, Michigan, a corporation duly organized and doing business under the laws of the State of Michigan, as Mortgagee, dated the 9th day of May, 1928, and recorded in the office of the Register of Deeds, for Oakland County Michigan, on the 14th day of May, 1928 in Liber 524 of Mortgages, on Page 301-2 on which mortgage, because of said default, there is claimed to be due and unpaid at the date of this notice principal and interest in the sum of One Thousand Two Hundred Fifty Four and 70/100 ($1,254.70) Dollars, making a total sum of Six Thousand Six Hundred and Nine and 8/100 ($6609.08) Dollars.

And no suit or proceedings at law or in equity having been instituted for the recovery of said amount, or any portion thereof, now, therefore, by virtue of the power of sale in said mortgage contained and of the statute in such case made and provided, notice is hereby given that said Mortgagee will sell the premises described in said mortgage at public auction or vendue to the highest bidder therefor, at the Easterly or Saginaw Street entrance of the Oakland County Building in the City of Pontiac, Oakland County, Michigan, (that being the place of holding the Circuit Court for said County), on Tuesday, the 26th day of June A. D. 1934 at 12:00 o'clock noon (Eastern Standard time of said date), or so much of said premises as shall be necessary to satisfy the amount due on said mortgage as aforesaid, together with Six (6) percent interest per annum from the date of this notice and the costs allowed by law and provided for in said mortgage, including an attorney fee, said premises being situated in the Township of Royal Oak, County of Oakland and State of Michigan, described as follows:

Lot One Hundred Sixteen (116), Huntington Woods, being a subdivision of part of Section Twenty-One (21), Town One (1) North, Range Eleven (11) East, Royal Oak Township, according to the plat thereof recorded in Liber 16, Page 34, of Plats, Oakland County Records; said premises being situated on East side of York Road, between Hendrie Boulevard and Salem Road.

Dated at Detroit, Michigan, March 29th, 1934.

THE UNITED SAVINGS BANK OF DETROIT, Mortgagee. By Joseph A. Brandt, Asst. Vice President.

LESLIE T. JONES, Attorney for the Mortgagee, 929 Penobscot Building, Detroit, Michigan.

Mar. 29—June 21.

793

Charles F. Meyler, Attorney; 1335 Dime Bank Building, Detroit, Mich.

MORTGAGE SALE—DEFAULT having been made in the terms and conditions of a certain mortgage made by ARTHUR A. NEWBARR, a single man, and FREDERICK D. NEWBARR, a single man, of the City of Detroit, Wayne County, Michigan, to COMMONWEALTH COMMERCIAL STATE BANK, a Michigan Banking Corporation, dated the twenty-seventh day of March, A. D. 1928, and recorded in the office of the Register of Deeds, for the County of Oakland and State of Michigan, on the twenty-eighth day of March, A. D. 1928, in liber 520 of Mortgages, on page 53-6, which mortgage contains a power of sale, and which said mortgage provides that it shall secure any future indebtedness at any time owing from the said mortgagors or either of them to the mortgagee, and shall stand as a continuing security for any indebtedness due or to become due from the mortgagors, or either of them, to the mortgagee, and Arthur A. Newbarr, one of the mortgagors, having subsequent to the date of said mortgage become indebted to the mortgagee in the further sum of Five Thousand Five Hundred ($5,500.00) Dollars upon a promissory note; and the said Arthur A. Newbarr, one of the mortgagors, having subsequently become further indebted to the mortgagee in the further sum of Seven Thousand ($7,000.00) Dollars upon a promissory note; on which further indebtedness of $5,500.00 and $7,000.00 respectively additional affidavits were recorded, and appear in Liber 523 of Mortgages on Pages 500-501, and in Liber 528 of Mortgages on Pages 459-460, respectively; which further indebtedness under the terms of the mortgage became part of the sum secured thereby on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of Thirty-Three Thousand Four Hundred Thirteen and Thirty/100 ($33,413.30) Dollars. A suit in equity was instituted for the recovery of the indebtedness secured by said mortgage but such suit has been discontinued and No suit or proceedings at law 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 Friday, the thirteenth day of July, A. D. 1934, at twelve o'clock noon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public auction, to the highest bidder, at the easterly or Saginaw Street 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 at seven per cent (7%) per annum 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 undersigned, necessary to protect its interest in the premises. Which said premises are described as follows: All that certain piece or parcel of land situate in the City of Royal Oak, in the County of Oakland, and State of Michigan and described as follows, to-wit:

Part of southeast quarter of Section twenty-one (21), Town one North, Range eleven East, described as follows: Commencing at the intersection of the center line of the gravel road with east boundary line of the west one-half of the southeast quarter of Section twenty-one, thence north thirty-four degrees, thirty-three minutes west eight chains fifteen links, thence south eighty-nine degrees thirty-six minutes east five chains fifty-five links to center of highway, thence south seven degrees thirty-three minutes west six chains seventy-four links to the place of beginning, containing one and eighty-five/100 (1.85) acres.

Dated March twenty-sixth 1934.

COMMONWEALTH COMMERCIAL STATE BANK, Mortgagee.

CHARLES F. MEYLER Attorney for Mortgagee. 1335 Dime Bank Building, Detroit, Michigan.

Apr. 5—June 28.

792

John P. MacKay, Attorney; 243 E. Maple Ave., Birmingham, Mich.

MORTGAGE SALE—DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by Fillmore J. Myhrs and Martha F. Myhrs, his wife, of Birmingham, Michigan to Oakland County Savings Association a corporation of Birmingham, Michigan, dated the 18th day of April, A D. 1928, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 15th day of May A. D. 1928, in Liber 524 of Mortgages, on pages 357 and 358 which corporation changed its name to Oakland Building & Loan Association, a corporation, by amendment to its Articles of association on October 11th, 1933, which was recorded in the office of the Register of Deeds for Oakland County in Liber 27 of Miscellaneous Records on pages 218 to 219, on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of Six Thousand, three hundred, seventy dollars and fifty-six cents ($6370.56) and an attorney's fee of thirty-five dollars, and no suit or proceeding at law or in equity having been had or 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 in such case made and provided, NOTICE IS HEREBY GIVEN, that on Tuesday, the 17th day of July, A. D. 1934 at 12:00 o'clock noon Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place 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 on said mortgage as aforesaid, with 7 per cent interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are described as follows: land situated in the Township of Bloomfield, County of Oakland and State of Michigan, described as follows, to-wit: Lot number twenty (20), Pleasant View Subdivision.

Dated April 12, 1934.

OAKLAND BUILDING & LOAN ASSOCIATION, Mortgagee.

JOHN P. MACKAY, Attorney for Mortgagee; Business Address: 243 E. Maple Ave. Birmingham, Michigan.

April 12—July 5.

845

STATE OF MICHIGAN

The Probate Court for the County of Oakland.

At a session of said Court, held at the Probate Office in the City of Pontiac, in said County, on the 12th day of June A. D. 1934.

Present: Hon. Dan A. McGaffey, Judge of Probate.

In the Matter of the Estate of ANGELINE GRACE (sometimes described as Angie V. Grace or Angie I. Grace) Deceased.

Clare J. Grace, administrator of said estate, having filed in said court a petition praying that the time for the presentation of claims against said estate be limited and that a time and place be appointed to receive, examine and adjust all claims and demands against said deceased by and before said court.

It is Ordered, that four months from this date be allowed for creditors to present claims against said estate.

It is Further Ordered, that the 5th day of November 1934 at nine o'clock in the forenoon, at said probate office, be and is hereby appointed for the examination and adjustment of all claims against said deceased.

DAN A. McGAFFEY, Judge of Probate.

A true copy, Ruh Immick Harboldt, Register of Probate.

June 14—28.

806

Robert J. Hesse, Attorney; 2914 Eaton Tower, Detroit, Michigan.

MORTGAGE SALE—DEFAULT having been made for more than thirty days in the conditions of a certain mortgage made by WILLIAM HART and FIDELIA H. HART, his wife, to FRANCES E. SIMMONS, dated the 4th day of June, A. D. 1927, and recorded in the office of the Register of Deeds for the County of Oakland and State of Michigan, on the 8th day of August, A. D. 1927, in Liber 485 of Mortgages, on page 496-7 on which mortgage there is claimed to be due and unpaid at the date of this notice, for principal and interest, the sum of Thirty Five Hundred and Nine and 00/100 Dollars, ($3509.00), and no suit or proceeding at law or in equity having been had or 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 in such case made and provided, NOTICE IS HEREBY GIVEN, that on Tuesday, the 24th day of July, A. D. 1934, at 10 o'clock in the forenoon, Eastern Standard Time, said mortgage will be foreclosed by a sale at public vendue to the highest bidder at the Easterly entrance to the Court House in the City of Pontiac, Oakland County, Michigan, (that being the place 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 on said mortgage as aforesaid, with 6 per cent interest thereon and all legal costs, charges, and expenses, including the attorney fees allowed by law, and any sum or sums which may be paid by the undersigned mortgagee at or before said sale, necessary to protect its interest in the premises. Which premises are situated in the Township of Southfield, County of Oakland, State of Michigan and described as, "the West ½ of the East ½ of the Southeast Quarter of the Southeast Quarter of Section 7, T. 1 N. R. 10 E., containing ten (10) Acres of land more or less."

Dated: April 24th, 1934.

FRANCES E. SIMMONS, Mortgagee.

ROBERT J. HESSE, Attorney for Mortgagee, Business Address: 2914 Eaton Tower, Detroit, Michigan, Ra. 9870.

April 26—July 19.