

The State of Alabama }
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Jacob Ruegg and Elise Ruegg,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Herman Suernagel,

against said

Jacob Ruegg and Elise Ruegg,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 16th, day of March,

192 5.

T. W. Richerson
Register.

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

Original

Serve on _____
Circuit Court of Baldwin County
In Equity

No. _____

SUMMONS

Herman Suornigel,

vs.

Jacob Rugg and Eliza

Rugg.

Felix Ala

Hon. Chas Hall.

Solicitor for Complainant.

Recorded in Vol. _____ Page _____

**THE STATE OF ALABAMA
BALDWIN COUNTY**

Received in office this _____
day of _____ 192_____

Sheriff.

Executed this *25* day of
March 192*5*

by leaving a copy of the within summons with

Jacob Rugg
Eliza Rugg
Defendant.*s*

W R Stuart
Sheriff.

By *F W Walker*
Deputy Sheriff.

TO THE HONORABLE JOHN. D. LEIGH,
JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT
OF ALABAMA, IN EQUITY.

Comes your Orator, Herman Steuernagel, and brings this his bill of Complaint against Jacob Ruegg and Elise Ruegg and shows unto your Honor, as follows:

FIRST.

That your Orator is a citizen of the County of Baldwin and resides at Elberta, Alabama in said County, and is over the age of twenty one years, and that the said Jacob Ruegg and Elise Ruegg are both over the age of twenty one years and reside at or near Foley in Baldwin County, Alabama.

SECOND.

That your Orator further shows unto your honor that on the 2nd day of November 1921 said defendants Jacob Ruegg and Elise Ruegg made a promissory note payable to your Orator for \$3000.00, bearing interest at the rate of six per-cent per annum and executed mortgage to your Orator to secure the indebtedness evidenced by said note, said note is credited with interest thereon which credits for interest are in words and figures as follows:

	Interest			
Nov. 16/22	Int	Paid	\$159.00	
May 2/23	"	"	\$159.00	

aggregating the sum of \$318.00 received by your Orator as interest on said note. Said note is hereto attached and marked Exhibit "A" and by reference is expressly made a part of this bill of complaint.

THIRD.

Said defendants executed to your Orator a Mortgage deed on the following described real estate situate in Baldwin County, Alabama to-wit:

Beginning at the North West corner of the South East quarter of the South East Quarter of the South East Quarter of Section Nineteen, Township Seven, South of Range Five East of St. Stephens Meridian, Thence running south three Hundred and SixtySix

(366) feet to a point, thence running East Three Hundred and Ninty Nine and five-tenths (399.5) feet to a point, thence South One Hundred and Twenty two (122) feet to a point, thence running west Four Hundred (400) feet to a point, thence running North One Hundred and Twenty two (122) feet to a point the place of beginning, otherwise known as Lot Four (4) in Block Twenty Three (23) in the villege of Elberta, to secure the amount expressed

in the note and interest thereon, attorney's fees and costs of collecting said note by suit or otherwise. A copy of said mortgage is hereto attached and marked Exhibit "B" and by reference, expressly made a part of this bill of Complaint.

FOURTH.

Your Orator avers and charges that said defendants agreed and promised to pay the interest on said note semi-annually and have defaulted in the payment of the interest and are still in default in the payment of the interest due on said note. And your Orator avers that the defendants being in default in the payment of interest due on said note has the right to foreclose the said mortgage and has elected to foreclose said mortgage in and through this Honorable Court for the purpose of collecting the indebtedness expressed in said note.

FIFTH.

Your Orator avers and charges that said defendants have neglected the buildings and fencing on the land described in said mortgage and by reason of such neglect the buildings, fencing and improvements on the land described in said mortgage are deteriorating in value, thereby lessening the security given by defendants to secure said note, interest, attorney's fee and costs of collecting the note; that the improvements on the land constitute the principal part of the security given by defendants to secure said note and the land described in this said mortgage is not of sufficient value to secure the indebtedness expressed in the note, hence this suit.

PRAYER FOR PROCESS.

The premises considered, your Orator respectfully prays that said Jacob Ruegg and Elise Ruegg be made parties defendants to this your Orator's bill of complaint and service be had upon the said defendants according to the course and practice of this

Honorable Court.

PRAYER FOR RELIEF.

And your Orator further prays this Honorable Court to take jurisdiction of this cause, ascertain, decree and enter judgment against the defendants for the amount of indebtedness due by them to your Orator in and by the terms of said note and mortgage including a reasonable attorney's fee for conducting this foreclosure proceedings and that your Honor may be pleased to decree that said mortgage be foreclosed on the property described in said mortgage and in this bill of complaint and that the same be condemned and sold to satisfy the indebtedness, Court costs and attorney's fees mentioned in said note and mortgage and that said defendants equity of redemption in said property be forever foreclosed. That in the event the property described in said mortgage does not sell for an amount sufficient to satisfy the indebtedness mentioned in said note your Honor will decree that judgment be rendered against each of said defendants to satisfy the full amount of the indebtedness for which said note was given.

And your Orator prays for such other and further relief as he is entitled to receive, the premises considered.

Charles Hall
Attorney For Complainants.

FOOT NOTE: The defendants are required to answer each and every allegation of the foregoing bill of complaint from paragraph one to five, all inclusive, but not under oath, oath to each being hereby expressly waived.

Charles Hall
Attorney For Complainants.

Handwritten signature

\$3000.00

Elberta, Ala., November 2nd., 1921

On or before five years after date, without grace, we promise to pay to the order of Herman Steuernagel, Three Thousand Dollars for value received, with interest at 6 per cent per annum from date until paid. Payable at Elberta, Ala. Semi-annually.

The parties to this instrument, whether maker, endorser surety or guarantor each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to ^{collect or} secure this note, including a reasonable attorney's fee; whether the same be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity ^{to the payment} of this debt any funds in said bank belonging to the maker surety, endorser, guarantor, or any one of them.

Jacob Ruegg.

DUE.....

Elise Ruegg.

Handwritten signature

STATE OF ALABAMA :

BALDWIN COUNTY :

THIS MORTGAGE DEED, made this 2th. day of November 1921, between Jacob Ruegg and Elise Ruegg of the first part and Herman Steuernagel of the second part

WITNESSETH: That the party of the first part, in consideration of Three Thousand dollars received the receipt of which is hereby acknowledged, grants, bargains, sells, conveys and delivers unto the said party of the second part, heirs and assigns forever, all that real property in Baldwin County, Alabama, described as follows, to-wit:

Beginning at the North West corner of the south East quarter of the Southeast quarter of the South East quarter of section Nineteen, Township Seven, South of Range Five East of St. Stephens Meridian, Thence running South three hundred and sixty Six (366) feet to a point, thence running East three hundred and ninty Nine and five-tenths (399.5) feet, to a point, thence South One Hundred Twenty Two (122) feet to a point, thence running West Four Hundred (400) feet to a point, thence running North One Hundred and twenty-two (122) feet to ^{the point} ~~the place~~ of beginning, otherwise known as Lot Four (4) in Block twenty Three (23) in the village of Elberta.

together with all other appurtenances thereto belonging, to have and to hold forever.

PROVIDED, and these present are upon the expressed condition that if the party of the first part shall well and truly pay to the party of the second part the sum of Three Thousand dollars, as evidenced by one note hereto attached, with interest at 6 per cent per annum, and payable annually, then these presents shall cease determine and be void, otherwise to remain in full force and effect.

The said party of the first part, hereby vests the said party of the second part or assigns, with full power and authority upon the happening of a default in the payment upon the note or any of the notes above described, to sell their interest in said above described property at public sale for cash, giving thirty days notice in a newspaper published in Baldwin County, Alabama, the proceeds to apply; first, to the payment of the amount due on said note or notes with interest on same; second, to the payment of the costs including a reasonable attorney's fee, and if their shall be a surplus, then the balance is to be paid over to the party of the first part, and said party of the first part authorizes the said party of the second part, agent or attorney to conduct the sale, and to make deed to the purchaser, and the title so made the party of the first part hereby agrees to defend against all persons. It is agreed that the mortgagee herein may bid at said sale as if he were a stranger to this instrument.

In Witness whereof, the party of the first part, hereunto set hand and seal, the day and year above written.

WITNESS.

Jacob Ruegg.
Elise Ruegg.

STATE OF ALABAMA :

BALDWIN COUNTY : I, L. Lindoerfer, a Notary Public in and for said State and County, hereby certify that Jacob Ruegg and Elise whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of said conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this 7th., day of November 1921

(SEAL)

L. Lindoerfer,
Notary Public, Baldwin County,
Alabama.

STATE OF ALABAMA :

BALDWIN COUNTY : I, Lindoerfer, a notary public in and for said State and County, do hereby certify that on the 7th. day of November 1921, came before me the within named Elise Ruegg, known to me to be the wife of the within named Jacob Ruegg, who being examined separate and apart from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats, on the part of her husband.

In witness whereof, I hereunto set my hand, this 7th. day of November 1921.

L. Lindoerfer,
Notary Public, Baldwin County,
Alabama.

I hereby certify that the Mortgage or Privilege tax on this instrument has been paid by the creditor or lender.

Herman Steuernagel.

STATE OF ALABAMA :

BALDWIN COUNTY : I, James M. Veltz, Judge of Probate, for said County hereby certify that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1903, viz: \$ 4

cts 50.

Jas. M. Voltz,
Judge of Probate.

THE STATE OF ALABAMA :

BALDWIN COUNTY : Office of the Judge of the Probate Court

I, James M. Voltz, Judge of said Court in and for said County,
do hereby certify that the within instrument was filed in this
office for record on the 9th day of November 1921 at 8 o'clock
A. M., and I further certify that the same is duly recorded in
Record Book No. 25 Mtgs Page 687 and duly Examined.

Witness my hand this 10th day of Nov. 1921.

Jas. M. Voltz, Judge of Probate Court.

Original

No.

RECORDED

man Steuernagel

vs. RECORDED

ab Rugg

and
el Rugg

Filed March 16/925-

W. Richardson
Register

RECORDED

RECORDED

Charles Hall
Atty.