

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA, IN EQUITY:

Come H. J. Champion, Sr., and Herbert J. Champion, and
humbly complaining against the Grenada Bank, a corporation, Lois
T. Hardee and Mrs. A. B. Thomas, respectfully show unto your Honor
as follows:

FIRST:

That your complainants are each over the age of twenty-
one years and residents of Baldwin County, Alabama; that the Gre-
nada Bank is a corporation organized and doing a banking business
under the laws of and in the State of Mississippi, with its prin-
cipal place of business at Grenada, Mississippi; that Lois T.
Hardee and Mrs. A. B. Thomas are each over the age of twenty-one
years and reside at Cleveland, Mississippi.

SECOND:

That on February 9, 1929, your complainants, together
with M. I. Champion, the wife of H. J. Champion, Sr., and Louise
Champion, the wife of Herbert J. Champion, did execute and deliver
a deed of trust to Lois T. Hardee, as Trustee, to secure an indebt-
edness of Twenty-five Hundred Dollars (\$2500.00), evidenced by
note of the said complainants to Mrs. A. B. Thomas, which said
deed of trust was filed for record March 4, 1929, and recorded in
the office of the Judge of Probate of Baldwin County, Alabama, in
Mortgage Book 45, at pages 87-8, which said indebtedness was due
and payable January 1st, 1930, a copy of which said deed of trust
is hereto attached, marked Exhibit "A" and made a part of this
bill of complaint, and which said deed of trust did convey as
security for the said debt the following described real property
situated in the County of Baldwin, State of Alabama, to-wit:

Commencing at a point on South or East bank of Bon
Secour River where the fence is now located, just
North of the commissary operated by the Bon Secour
Lumber Company would, if extended, intersect the

said Bon Secour River; thence running South 41° East $\frac{1}{4}$ mile; thence Southwardly $\frac{1}{4}$ mile to a point; thence North 41° West $\frac{1}{4}$ mile to Bon Secour River; thence with the meanderings of said River $\frac{1}{4}$ mile more or less to point of beginning, said lands containing 40 acres, more or less, being located in Sections 35 and 4, Townships 8 and 9 South, Range 3 East, Baldwin County, Alabama;

that the said indebtedness secured by the said deed of trust has been fully paid and any and all terms of the said deed of trust have been fully complied with, but that the said deed of trust has not been cancelled of record in the office of the Judge of Probate of Baldwin County, Alabama, and is a cloud on the title of your complainants to said lands.

That on January 5, 1929, on February 9, 1929, and on January 11, 1930, your complainants, together with their said wives, did execute to the said Grenada Bank mortgages conveying the aforesaid property to secure indebtednesses recited in the said mortgages, due and payable as recited therein, which said mortgages are recorded in the office of the Judge of Probate of Baldwin County, Alabama, respectively as follows: Said mortgage dated January 5, 1929, recorded in Mortgage Book 43, pages 477-8, a copy of which is hereto attached, marked Exhibit "B" and made a part of this bill of complaint; that the said mortgage dated February 9, 1929, is recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 44, pages 428-9, a copy of which is hereto attached, marked Exhibit "C" and made a part of this bill of complaint; that the said mortgage dated January 11, 1930, is duly recorded in Mortgage Book 47, at page 300, a copy of which is hereto attached, marked Exhibit "D" and made a part of this bill of complaint; that the indebtednesses secured by the said mortgages have been paid in full and any and all terms and conditions of the said mortgages have been fully met, but that the said mortgages have not been cancelled of record and that the same are a cloud upon the title of your complainants to the aforesaid land. Said property at the time of the execution of said in-

struments was and is now the property of your complainants.

WHEREFORE, your complainants pray that this Honorable Court will take jurisdiction of the cause made by this bill of complaint and by proper process make the said Bank of Grenada, a corporation, the said Lois T. Hardee, as Trustee, and the said Mrs. A. B. Thomas parties defendant to this bill of complaint, and that they be required to plead, answer or demur to the same within the time and under the penalties prescribed by law and under the practice of this Honorable Court; that upon the final hearing of the cause made by this bill of complaint this Honorable Court will order, adjudge and decree that the indebtednesses secured by the aforesaid instruments have been paid in full and any and all terms and conditions of the said instruments have been fully met, and that the same ought to be cancelled of record and removed as clouds on complainants' title to the lands described in this bill of complaint, and that the said defendants be required to cancel the same on record in the manner required by law, and upon their failure to do so within the time ordered by this Honorable Court, this Honorable Court will order and direct the Register of this Court to enter satisfaction and cancellation of the said instruments in the manner required by law, so that the same shall not be and remain a cloud on complainants' title to the said lands; that if this Honorable Court shall find and ascertain that any sum or sums of money shall be owing under the said instruments or any one of them, these complainants be permitted to pay off the same, and upon such sums having been paid, this Honorable Court will make such orders and decrees necessary and proper, to the end that the same shall be fully cancelled of record in the manner required by law; and these complainants say that they are ready, able and willing to pay any sum or sums which this Honorable Court shall find owing under the aforesaid instruments, and place themselves wholly within the jurisdiction of this Court, and offer to do whatsoever this Court shall require of them in equity and good

conscience. And these complainants pray for such other, further or different relief as in equity they shall be entitled to receive.

Beche & Hall
Solicitors for Complainants.

FOOT NOTE:

The defendants are required to answer any and all allegations of the foregoing bill of complaint, Paragraphs FIRST and SECOND, but not under oath, oath being hereby expressly waived.

Beche & Hall
Solicitors for Complainants.

OK

EXHIBIT "A".

STATE OF MISSISSIPPI,
BOLIVAR COUNTY.

KNOW ALL MEN BY THESE PRESENT: That Whereas, H. J. Champion has assumed and agreed with Mrs. Lois T. Hardee for a valuable consideration to pay to Mrs. A. B. Thomas a certain promissory note executed by the said Mrs. Lois T. Hardee on November 18th, 1927, one note being for the sum of Twenty-five hundred (\$2500.00) Dollars, and due and payable on January 1st, 1930, interest on said note being payable annually on January 1st at the rate of six (6%) percent per annum; and

Whereas, we the undersigned H. J. Champion Sr., and M. I. Champion, his wife, and Herbert J. Champion and Louise Champion, his wife, desire to secure the payment of said note by the said H. J. Champion at their several maturities according to the promise and agreement of the said H. J. Champion made to and with the said Mrs. Lois T. Hardee;

Now Therefore, in consideration of Ten (\$10.00) Dollars cash in hand paid to us, and of other valuable considerations paid to H. J. Champion, we do hereby bargain, sell, convey and warrant unto the said Mrs. Lois T. Hardee the following described real estate situated in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the south or east bank of Bon Secour River, where the fence now located just north of the Commissary operated by the Bon Secour Lumber Company would, if extended, intersect the said Bon Secour River, thence running South forty-one (41) degrees East about one-quarter of a mile, thence Southwardly one-quarter of a mile to a point, thence North forty-one degrees West one-quarter of a mile to Bon Secour River, thence with the meanderings of said river one-quarter of a mile more or less to the point of beginning, containing forty (40) acres of land more or less. The said land being located in Section 35 and 4, township 8 and 9 South, range 3 East, in Baldwin County, Alabama.

To have and to hold the above granted and described premises with the appurtenances thereunto belonging unto the said Mrs. Lois T. Hardee, her heirs and assigns forever.

Provided always that the said land is to be held in trust by the said Mrs. Lois T. Hardee to secure the payment to Mrs. A. B. Thomas or the holders of the above described note including principal, interest and attorneys fees if the said notes be placed in the hands of an attorney for collection after default in the payment.

And provided that if the said note above described shall be paid in full as and when the same become due, then these presents shall cease, determine and be void; otherwise to remain in full force and effect.

All of the said grantors do hereby vest the said Mrs. Lois T. Hardee or her assigns with full power and authority upon the happenings of a default in the payment of the note above described or either of them to sell their interest in said real estate at public sale for cash, giving thirty days notice in a newspaper published in Bay Minette, Alabama, and the proceeds to apply first: to the payment of the amount of the said note with interest

on same; Second, to the payment of the costs of the sale, including a reasonable attorney's fee, and if there shall be a surplus, then the surplus shall be paid over to the grantors, H. J. Champion Sr., and Herbert J. Champion.

And we hereby authorize the said Mrs. Lois T. Hardee, or her agent or attorney to conduct the sale and to make deed to the purchaser, and the title so made we hereby agree to defend against all persons. We further agree that the mortgagee or Trustee herein may bid at said sale, as if she were a stranger to this instrument.

It is understood that the mortgage to the Grenada Bank for Sixty-three Hundred Nine Dollars (\$6309.00) executed in February, 1929, is a prior mortgage on the above described property.

Witness our signatures this the 9 day of February, 1929.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion
Louise Y. Champion

STATE OF MISSISSIPPI
BOLIVAR COUNTY.

Personally appeared before me the undersigned a Notary Public in and for the said County and State aforesaid, the within named H. J. Champion Sr., and M. I. Champion, his wife, whose names are signed to the foregoing conveyance and who are to me well known, who acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily as their act and deed on the day and date same bears.

Given under my hand and official seal this the 16th day of February, 1929.

(SEAL)

B. H. Haran
Notary Public.

STATE OF MISSISSIPPI
COUNTY OF GREENE.

Personally appeared before me the undersigned a Notary Public in and for the said County and State aforesaid, the within named Herbert J. Champion and his wife, Louise Y. Champion, whose names are signed to the foregoing conveyance and who are known to me, who acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily as their act and deed on the day and date same bears.

Given under my hand and official seal this the 14th day of February, 1929.

(SEAL)

A. Batson
Notary Public.

OK

EXHIBIT "B".

STATE OF ALABAMA,
BALDWIN COUNTY, ALA.

KNOW ALL MEN BY THESE PRESENTS, That in consideration of \$1,300.00 Thirteen hundred Dollars, in hand paid by the Grenada Bank, Grenada, Mississippi, the receipt whereof is hereby acknowledged, we, H. J. Champion and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, parties of the first part, do hereby bargain, sell, convey and warrant unto the Grenada Bank the following described real estate, situated, in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the south or east bank of Bon Secour River where the fence now located just north of the Commissary operated by the Bon Secour Lumber Co., would, if extended, intersect the said Bon Secour River, thence running South forty-one (41) degrees East about one-quarter of a mile, thence Southwardly one-quarter of a mile to a point, thence North forty-one degrees West one-quarter of a mile to Bon Secour River, thence with the meanderings of said river one-quarter of a mile more or less to the point of beginning, containing forty (40) acres of land more or less. The said land being located in section 35 and 4, township 8 and 9 South, range 3 East, in Baldwin County, Alabama.

To have and to hold the above granted and described premises with the appurtenances unto the said Grenada Bank, its successors and assigns forever. Provided always, that the said land to be held in trust by the said Grenada Bank to secure that certain note made by H. J. Champion and Herbert J. Champion of even date herewith for \$1300.00, due and payable March 1st, 1929, with interest from date at 8% per annum. Provided that if the said note above described shall be paid in full when the same falls due, then these presents shall cease, determine and to be void, otherwise to remain in full force. All the said grantors do hereby vest the said Grenada Bank or its assigns, with full power and authority upon the happening of a default in the payment of the note above described, to sell their interest in said real estate at public sale for cash, giving 30 days notice in a newspaper published at Bay Minette, Ala., and the proceeds to apply, first, to the payment of the amount of the note with interest on same; Second, to the payments of the cost of the sale, including a reasonable attorney's fee, and if there shall be a surplus, then the balance to be paid over to the grantors, H. J. Champion, Sr., and Herbert J. Champion, and we do authorize the said Grenada Bank, its agent or attorney to conduct the sale, and to make deed to the purchaser, and the title so made we hereby agree to defend against all persons. It is agreed that the mortgagee or trustee herein may bid at said sale as if it were a stranger to this instrument.

It is also warranted by the said H. J. Champion Sr., and Herbert Champion that there are no other mortgages on this property.

Given under our hands and seals this the 5th. day of January, 1929.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion
Louise Y. Champion

OK.

EXHIBIT "C".

STATE OF ALABAMA.
COUNTY OF BALDWIN.

BE IT KNOWN ALL MEN BY THESE PRESENTS, That in consideration of \$6,309.00 Six thousand three hundred nine dollars, in hand paid by the Grenada Bank, Grenada, Miss., the receipt whereof is hereby acknowledged, we, H. J. Champion Sr., and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, parties of the first part, do hereby bargain, sell, warrant and convey unto the Grenada Bank the following described real estate, situated in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the south or east bank of Bon Secour River where the fence now located just North of the Commissary operated by the Bon Secour Lumber Co., would, if extended, intersect the said Bon Secour River; thence, running South Forty-one (41) degrees East about one-quarter of a mile; thence, Southwardly one-quarter of a mile to a point; thence North forty-one degrees west one-quarter of a mile to Bon Secour River; thence with the meanderings of said river, one-quarter of a mile more or less to the point of beginning. Said place containing 40 acres more or less, being located in section 35 and 4, township 8 and 9 South, range 3 East in Baldwin County, Alabama. Together with all improvements located thereon.

To have and hold the above granted and described premises with the appurtenances unto the Grenada Bank, its successors and assigns forever. Provided always that the said land to be held in trust by the said Grenada Bank to secure payment of those certain notes made by H. J. Champion Sr. and Herbert J. Champion of even date herewith for a total of \$6,309.00 due and payable as follows:

Note for Fifteen hundred seventy-two dollars due Sept. 15th, 1929; Note for Twenty-one hundred three dollars due October 1st, 1929; Note for Twenty-one hundred nine dollars due October 15th, 1929; Note for Five hundred twenty-five dollars due October 15th, 1929.

All of said notes bearing 8% interest from maturity.

Provided that if the said notes above described shall be paid in full when the same falls due, then these present shall cease, determine and to be void, otherwise to remain in full force.

All the grantors do hereby vest in the Grenada Bank or its assigns, with full power and authority upon the happenings of a default in the payment of the notes above described, to sell their interest in said real estate at public sale for cash, giving 30 days notice in a paper published at Bay Minette, Alabama, and the proceeds to apply, first, to the payment of the amounts of the notes with interest after maturity; Second, to the payments of the cost of the sale, including a reasonable attorney's fee, and if there be a surplus, then the balance to be paid to the grantors, H. J. Champion Sr. and Herbert J. Champion, and we do authorize the said Grenada Bank, its agent or attorney to conduct the sale, and to make deed to the purchaser, and the title so made we hereby agree to defend against all persons. It is agreed that the mortgagee or Trustee herein may bid at the sale as if a stranger to this instrument.

It is also warranted by the said H. J. Champion, Sr. and

Herbert Champion that there are no other mortgages against this property.

Given under our hands and seals this the 9th day of February, 1929.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion
Louise Y. Champion

STATE OF MISSISSIPPI.
COUNTY OF GREEN.

Personally appeared before me, the undersigned a Notary Public in and for said county and state aforesaid, the within named Herbert J. Champion and Louise Y. Champion, his wife, whose names are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 14th. of February, 1929.

A. Batson
Notary Public.

(SEAL)

STATE OF MISSISSIPPI.
COUNTY OF BOLIVAR.

Personally appeared before me, a Notary Public in and for said county and state aforesaid, the within named H. J. Champion Sr. and M. I. Champion, his wife, whose names are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed and delivered the same as their voluntarily act and deed on the day and date that same bears.

Given under my hand and official seal this the 16 February, 1929.

B. H. Hareen, Notary Public.

(SEAL)

Filed March 4th, 1929.
Recorded in 44 Mtgs., pages 428-9.

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, the undersigned, a Notary Public in and for said State and County, this day personally appeared W. C. BEEBE, who being by me duly sworn, deposes and says that he is attorney of record for the complainants in that certain bill of complaint of H. J. Champion, Sr. and Herbert J. Champion against Bank of Grenada and against Lois T. Hardee, as Trustee, and Mrs. A. B. Thomas; that the Bank of Grenada is a corporation organized and doing business in the State of Mississippi, with its principal place of business at Grenada, Mississippi; that Lois T. Hardee and Mrs. A. B. Thomas are each over the age of twenty-one years and reside in Cleveland, Mississippi.

W C Beebe

Sworn to and subscribed before me
this the 14 day of February,
1935.

J P Beebe
Notary Public, Baldwin County,
Alabama.

OK

EXHIBIT "D".

STATE OF ALABAMA.
COUNTY OF BALDWIN.

BE IT KNOWN TO ALL MEN BY THESE PRESENT, that in consideration of \$5,318.00 Five thousand three hundred eighteen dollars, in hand paid by the Grenada Bank, Grenada, Mississippi, the receipt of which is hereby acknowledged, We, H. J. Champion, Sr., and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, parties of the First part, do hereby bargain, sell, warrant and convey unto the Grenada Bank, the following described real estate, situated in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the South or East bank of Bon Secour River where the fence is now located just north of the Commissary operated by the Bon Secour Lumber Co., would, if extended, intersect the said Bon Secour river; thence, running South Forty-one (41) degrees East about one-quarter of a mile; thence, Southwardly one-quarter of a mile to a point; thence, North forty-one degrees West one-quarter of a mile to Bon Secour river, thence with the meandering of said river one-quarter of a mile more or less to the point of beginning. Said land containing 40 acres more or less, being located in Section 35, and 4, township 8 and 9, range 3 East in Baldwin County, Ala., together with all improvements located thereon.

To have and hold the above granted and described premises with the appurtenances unto the Grenada Bank, its successors and assigns forever. Provided always that the said land to be held in trust by the Grenada Bank to secure payment of those certain notes made by H. J. Champion Sr. and Herbert J. Champion of even date herewith for a total of \$5,318.00 due and payable as follows:

Note for Ten hundred sixty dollars due Sept. 15th 1930;
Note for Twenty six hundred fifty eight dollars due Oct. 1st 1930;
Note for Sixteen hundred dollars, due Oct. 15th 1930, all of said notes bearing 8% interest from maturity.

Provided that if the said notes above described shall be paid in full when the same fall due, then these present shall cease, determine and to be void, otherwise to remain in full force.

All the grantors do hereby vest in the Grenada Bank or its assigns, with full power and authority upon the happenings of a default in the payment of the notes above described, to sell their interest in said real estate at public sale for cash, giving 30 days notice in a paper published at Bay Minette, Ala., and the proceeds to apply, first to the payment of the amounts of the notes with interest after maturity, Second to the payments of the cost of the sale, including a reasonable attorney fee, and if there be a surplus, then the balance to be paid to the grantors H. J. Champion Sr. and Herbert J. Champion, and we do authorize the said Grenada Bank its agent or attorney to conduct the sale, and to make deed to the purchaser, and the title so made we do hereby agree to defend against all persons. It is agreed that the mortgagee or trustee herein may bid at the sale as if a stranger to this instrument.

It is also warranted by the said parties of the First Part that there are no mortgages against this property.

Given under our hand and seal this the 11 January 1930.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion Jr.
Louise Y. Champion.

STATE OF ALABAMA.
COUNTY OF MOBILE.

Personally appeared before me, the undersigned Notary Public in and for said county and state aforesaid, the within named Herbert J. Champion and Louise Y. Champion, his wife, whose names are signed to the foregoing instrument of conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily on the day and date that same bears.

Given under my hand and seal of office this the 5th February 1930.

(SEAL)
Commission expires July 1933.

May Sturdevant

STATE OF MISSISSIPPI.
COUNTY OF BOLIVAR.

Personally appeared before me a Notary Public in and for said county and state aforesaid, the within named H. J. Champion Sr., and M. I. Champion, his wife, whose names are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed and delivered the same as their voluntary act and deed on the day and date that the same bears.

Given under my hand and seal this the 14 January 1930.

(SEAL)

B. H. Hardee
Notary Public.

Filed February 19, 1930.
Recorded in 47 Mtgs., page 300.

STATE OF ALABAMA.
COUNTY OF CLARKE.

Personally appeared before me, the undersigned C. R. Myrick, J. P. in and for said County & State aforesaid, the within named Herbert J. Champion and Louise Champion, his wife, 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 the conveyance, they executed and delivered the same voluntary on the day and date same bears.

Given under my hand and official seal this the 7th. day of Jan. 1929.

C. R. Myrick, J. P.

(SEAL)

STATE OF MISSISSIPPI,
COUNTY OF BOLIVAR.

Personally appeared before me, the undersigned Notary Public in and for said County and State aforesaid, the within named H. J. Champion Sr., and Mrs. M. I. Champion, his wife, 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 the conveyance they executed and delivered the same voluntary on the day and date that same bears.

Given under my hand and official seal this the 10th. day of January, 1929.

P. H. Hareen,
Notary Public.

(SEAL)

Filed January 29, 1929.
Recorded in 43 Mtgs., pages 477-8.

Herbert Champion that there are no other mortgages against this property.

Given under our hands and seals this the 9th day of February, 1929.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion
Louise Y. Champion

STATE OF MISSISSIPPI.
COUNTY OF GREEN.

Personally appeared before me, the undersigned a Notary Public in and for said county and state aforesaid, the within named Herbert J. Champion and Louise Y. Champion, his wife, whose names are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 14th. of February, 1929.

A. Batson
Notary Public.

(SEAL)

STATE OF MISSISSIPPI.
COUNTY OF BOLIVAR.

Personally appeared before me, a Notary Public in and for said county and state aforesaid, the within named H. J. Champion Sr. and M. I. Champion, his wife, whose names are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed and delivered the same as their voluntarily act and deed on the day and date that same bears.

Given under my hand and official seal this the 16 February, 1929.

(SEAL)

B. H. Hareen, Notary Public.

Filed March 4th, 1929.
Recorded in 44 Mtgs., pages 428-9.

RECORDED
Deek

RECORDED
Deek

115

Champion et al

v

Grenada Bank
et al

Bill of Complaint

Filed - Feb. 20, 1935
Robert S. Deek
Registrar

BEEBE & HALL

LAWYERS

The State of Alabama, { Circuit Court of Baldwin County, In Equity.
Baldwin County.

Mississippi
To Any Sheriff of the State of ~~Alabama~~ GREETING:

WE COMMAND YOU, That you summon _____

Grenada Bank, a corporation, Lois T. Hardee and Mrs.

A. B. Thomas,

of _____ 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

H. J. Champion, Sr., and Herbert J. Champion, complainants,

against said Grenada Bank, a corporation, Lois T. Hardee and Mrs. A. B. Thomas, defendants,

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, ~~M. A. Stone~~ Register of said Circuit Court, this 20th day of

February 1930.

Robert S. Duck - Register

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

H. J. CHAMPION, SR., and
HERBERT J. CHAMPION,

Complainants,

vs.

BANK OF GRENADA, a cor-
poration, LOIS T. HARDEE
and MRS. A. B. THOMAS,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

NO. 115.

NOTE OF TESTIMONY.

This cause was submitted on behalf of complainants on original bill of complaint and Exhibits "A", "B", "C" and "D" attached thereto, and on service on the defendants by registered mail, and on decrees pro confesso against the said defendants.

This the 10 day of May, 1935.

Robert S. Duck
Solicitors for Complainants.
Registered

CHANCERY EXECUTION

BILL OF COSTS

No. 115 *H. J. Clapp et al* vs. *Guaranty Bank* Plaintiff
 Defendant

FEES OF REGISTER	Dollars	Cents	Brought Forward	\$
Filing each bill and other papers <i>14</i>	1	40	For Receiving, keeping and paying out or distributing money, etc.; 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	
Issuing each subpoena	50	50	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.	
Issuing each copy thereof	40	50	Each notice sent by mail to creditor	15
Entering each return thereof	15	50	Filing, receipting for and docketing each claim, etc.	25
For each order of publication	1	00	For all entries on subpoena docket, etc.	50
Issuing writ of injunction	1	50	For all entries on commission docket, etc.	50
For each copy thereof	50	50	Making final record, per 100 words	15
Entering each return thereof	15	50	Certified copy of decree	1 00
Issuing Writ of Attachment	1	00	Report of divorce to State Health Office (Acts 1915)	50
Entering each return thereof	15	50	Total Fees of Register	18 50
Docketing each case	1	00	FEES OF SHERIFF	
Entering each appearance	25	50	Serving and returning subpoena on deft.	\$1 50
Issuing each decree pro confesso on per. ser.	1	00	Serving and returning subpoena for witness	65
Issuing each decree pro confesso on publica.	1	00	Levyng attachment	3 00
Each order appointing guardian	1	00	Entering and returning same	25
Any other order by Register	50	50	Selling property attached	75
Issuing commission to take testimony	50	50	Impaneling Jury	2 50
Receiving and filing	10	50	Executing writ of possession	1 50
Endorsing each package	10	50	Collecting execution for costs	65
Entering order submitting cause	50	50	Serving and returning sci. fa., each	65
Entering any other order of court	25	50	Serving and returning notice	65
Noting all testimony	50	50	Serving and returning writ of injunction	1 50
Abstract of cause, etc.	1	00	Serving and returning writ of exeat	1 50
Entering each decree	75	50	Taking and approving bonds, each	75
For every 100 words over 500	15	50	Collecting money on execution	2 50
Taking account, etc.	3	00	Making deed	1 00
Taking testimony, etc.	15	50	Serving and returning application, etc.	1 50
Each report, 500 words or less	2	50	Serving attachment, contempt of court	1 50
For every 100 words over 500	15	50	Total Fees of Sheriff	
Amount claimed less than \$500, etc.	2	00	RECAPITULATION	
Issuing each subpoena	25	50	Register's Fees	18 50
Witness certificate, each	25	50	Sheriff's Fees	
Issuing execution, each	75	50	Commissioner's Fees	
Entering each return	15	50	Solicitor's Fees	
Taking and approving bond, each	1	00	Witness Fees	
Making copy of bill, etc.	15	50	Guardian Ad Litem	
Each notice not otherwise provided for	50	50	Printer's Fees	3 00
Each certificate or affidavit, with seal	50	50	Trial Tax	1 00
Each certificate or affidavit, no seal	25	50	Recording Decree in Probate Court	2 00
Hearing and passing on application, etc.	3	00	Total	24 80
Each settlement with receiver, etc.	3	00		
Examining each voucher of Receiver, etc.	10	50		
Examining each answer, etc.	3	00		
Recording resignation, etc.	75	50		
Entering each certificate to Supreme Court	50	50		
Taking questions and answers, etc.	25	50		
For all other ser relating to such proceedings	1	00		
For services in proceeding to relieve minors, etc. same fee as in similar cases.				
Commission on sales, etc: 1st \$100, 2 per ct.; all over \$100 and not exceeding \$1,000, 1 1-2 per ct.; all over \$1,000, and not exceeding \$20,000, 1 per ct.; all over \$20,000, 1-4 of 1 per ct.				
Sub Total Carried Forward				

The State of Alabama, { No. 115
Baldwin County. { **Circuit Court, In Equity** *Spay* **Term, 1931**
 To Any Sheriff of the State of Alabama—GREETING:
 You are hereby commanded, That of the goods and chattels, lands and tenements of
H. J. Clapp et al Defendant
 you cause to be made the sum of _____ Dollars,
 which *Guaranty Bank* Plaintiff
 recovered of _____ on the _____ day of _____ 193____
 by the judgment of our Circuit Court, held for the county of Baldwin, besides the sum of _____ Dollars,
 costs of suit, and have the same to render to the said *Robert Duck*
 and make return of this Writ and the execution thereof, according to law.
 Interest from _____ 193____ to date of collection.
 Witness my hand, this *22* day of *July* 193____
Robert Duck, Register.

H. J. CHAMPION, SR., and HERBERT J.

CHAMPION, Complainants,

vs.

GRENADA BANK, a corporation, LOIS T.

HARDEE and MRS. A. B. THOMAS, Defendants.

CIRCUIT COURT OF Baldwin County.

IN EQUITY.

No. 115

In this cause it being made to appear to the Register that on the 20th day of February, 1935, a copy of the Bill of Complaint filed in this cause was sent to Mrs. A. B. Thomas,

Defendant, by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," and return receipt demanded addressed to the Register of this Court; and that on the 25th day of February, 1935, such receipt was duly received and filed in this cause:

And it further appearing to the Register that the said Defendant has failed to plead, answer or demur to the said Bill to the date hereof, it is now, therefore, on motion of Complainant, ordered, adjudged and decreed by the Register that the said Bill of Complaint be, and it hereby is in all things taken as confessed against the said Mrs. A. B. Thomas, Defendant.

This the 29th day of April, 1935.

Robert S. Duck Register.

H. J. CHAMPION, SR., and HERBERT J.
 CHAMPION, Complainants,
 vs.
 GRENADA BANK, a corporation, LOIS T.
 HARDEE and MRS. A. B. THOMAS,
 Defendants.

CIRCUIT COURT OF
Baldwin County.

IN EQUITY.

No. 115.

In this cause it being made to appear to the Register that on the 20th
 day of February, 1935, a copy of the Bill of Complaint filed in this cause was
 sent to Grenada Bank, a corporation,

Defendants by registered mail, postage prepaid, marked "For delivery only to the person to whom
 addressed," and return receipt demanded addressed to the Register of this Court; and that on the
 27th day of February, 1935, such receipt was duly
 received and filed in this cause:

And it further appearing to the Register that the said Defendant has failed to plead, answer
 or demur to the said Bill to the date hereof, it is now, therefore, on motion of Complainant, ordered,
 adjudged and decreed by the Register that the said Bill of Complaint be, and it hereby is in all
 things taken as confessed against the said Grenada Bank, a corporation,
 Defendant.

This the 29th day of April, 1935.

Robert S. Huch Register.

H. J. CHAMPION, SR., and HERBERT J.

CHAMPION,

Complainants,

vs.

GRENADA BANK, a corporation, LOIS T.

HARDEE and MRS. A. B. THOMAS,

Defendants.

CIRCUIT COURT OF
Baldwin County.

IN EQUITY.

NO. 115

In this cause it being made to appear to the Register that on the 20th
day of February, 1925, a copy of the Bill of Complaint filed in this cause was
sent to Lois T. Hardee,

Defendant, by registered mail, postage prepaid, marked "For delivery only to the person to whom
addressed," and return receipt demanded addressed to the Register of this Court; and that on the
27th day of April, 1925, such receipt was duly
received and filed in this cause:

And it further appearing to the Register that the said Defendant has failed to plead, answer
or demur to the said Bill to the date hereof, it is now, therefore, on motion of Complainant, ordered,
adjudged and decreed by the Register that the said Bill of Complaint be, and it hereby is in all
things taken as confessed against the said Lois T. Hardee,

Defendant.

This the 29th day of April, 1925.

Kate S. Duck Register.

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY:

Come H. J. Champion, Sr., and Herbert J. Champion, and humbly complaining against the Grenada Bank, a corporation, Lois T. Hardee and Mrs. A. B. Thomas, respectfully show unto your Honor as follows:

FIRST:

That your complainants are each over the age of twenty-one years and residents of Baldwin County, Alabama; that the Grenada Bank is a corporation organized and doing a banking business under the laws of and in the State of Mississippi, with its principal place of business at Grenada, Mississippi; that Lois T. Hardee and Mrs. A. B. Thomas are each over the age of twenty-one years and reside at Cleveland, Mississippi.

SECOND:

That on February 9, 1929, your complainants, together with M. I. Champion, the wife of H. J. Champion, Sr., and Louise Champion, the wife of Herbert J. Champion, did execute and deliver a deed of trust to Lois T. Hardee, as Trustee, to secure an indebtedness of Twenty-five Hundred Dollars (\$2500.00), evidenced by note of the said complainants to Mrs. A. B. Thomas, which said deed of trust was filed for record March 4, 1929, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 45, at pages 87-8, which said indebtedness was due and payable January 1st, 1930, a copy of which said deed of trust is hereto attached, marked Exhibit "A" and made a part of this bill of complaint, and which said deed of trust did convey as security for the said debt the following described real property situated in the County of Baldwin, State of Alabama, to-wit:

Commencing at a point on South or East bank of Bon Secour River where the fence is now located, just North of the commissary operated by the Bon Secour Lumber Company would, if extended, intersect the

said Bon Secour River; thence running South 41° East $\frac{1}{2}$ mile; thence Southwardly $\frac{1}{2}$ mile to a point; thence North 41° West $\frac{1}{2}$ mile to Bon Secour River; thence with the meanderings of said River $\frac{1}{2}$ mile more or less to point of beginning, said lands containing 40 acres, more or less, being located in Sections 35 and 4, Townships 5 and 9 South, Range 3 East, Baldwin County, Alabama;

that the said indebtedness secured by the said deed of trust has been fully paid and any and all terms of the said deed of trust have been fully complied with, but that the said deed of trust has not been cancelled of record in the office of the Judge of Probate of Baldwin County, Alabama, and is a cloud on the title of your complainants to said lands.

That on January 5, 1929, on February 9, 1929, and on January 11, 1930, your complainants, together with their said wives, did execute to the said Grenada Bank mortgages conveying the aforesaid property to secure indebtednesses recited in the said mortgages, due and payable as recited therein, which said mortgages are recorded in the office of the Judge of Probate of Baldwin County, Alabama, respectively as follows: Said mortgage dated January 5, 1929, recorded in Mortgage Book 43, pages 477-8, a copy of which is hereto attached, marked Exhibit "B" and made a part of this bill of complaint; that the said mortgage dated February 9, 1929, is recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 44, pages 428-9, a copy of which is hereto attached, marked Exhibit "C" and made a part of this bill of complaint; that the said mortgage dated January 11, 1930, is duly recorded in Mortgage Book 47, at page 300, a copy of which is hereto attached, marked Exhibit "D" and made a part of this bill of complaint; that the indebtednesses secured by the said mortgages have been paid in full and any and all terms and conditions of the said mortgages have been fully met, but that the said mortgages have not been cancelled of record and that the same are a cloud upon the title of your complainants to the aforesaid land. Said property at the time of the execution of said in-

struments was and is now the property of your complainants.

WHEREFORE, your complainants pray that this Honorable Court will take jurisdiction of the cause made by this bill of complaint and by proper process make the said Bank of Grenada, a corporation, the said Lois T. Hardee, as Trustee, and the said Mrs. A. B. Thomas parties defendant to this bill of complaint, and that they be required to plead, answer or demur to the same within the time and under the penalties prescribed by law and under the practice of this Honorable Court; that upon the final hearing of the cause made by this bill of complaint this Honorable Court will order, adjudge and decree that the indebtednesses secured by the aforesaid instruments have been paid in full and any and all terms and conditions of the said instruments have been fully met, and that the same ought to be cancelled of record and removed as clouds on complainants' title to the lands described in this bill of complaint, and that the said defendants be required to cancel the same on record in the manner required by law, and upon their failure to do so within the time ordered by this Honorable Court, this Honorable Court will order and direct the Register of this Court to enter satisfaction and cancellation of the said instruments in the manner required by law, so that the same shall not be and remain a cloud on complainants' title to the said lands; that if this Honorable Court shall find and ascertain that any sum or sums of money shall be owing under the said instruments or any one of them, these complainants be permitted to pay off the same, and upon such sums having been paid, this Honorable Court will make such orders and decrees necessary and proper, to the end that the same shall be fully cancelled of record in the manner required by law; and these complainants say that they are ready, able and willing to pay any sum or sums which this Honorable Court shall find owing under the aforesaid instruments, and place themselves wholly within the jurisdiction of this Court, and offer to do whatsoever this Court shall require of them in equity and good

conscience. And these complainants pray for such other, further or different relief as in equity they shall be entitled to receive.

Beche & Hall
Solicitors for Complainants.

FOOT NOTE:

The defendants are required to answer any and all allegations of the foregoing bill of complaint, Paragraphs FIRST and SECOND, but not under oath, oath being hereby expressly waived.

Beche & Hall
Solicitors for Complainants.

EXHIBIT "A".

STATE OF MISSISSIPPI,
BOLIVAR COUNTY.

KNOW ALL MEN BY THESE PRESENT: That whereas, H. J. Champion has assumed and agreed with Mrs. Lois T. Hardee for a valuable consideration to pay to Mrs. A. B. Thomas a certain promissory note executed by the said Mrs. Lois T. Hardee on November 18th, 1927, one note being for the sum of Twenty-five hundred (\$2500.00) Dollars, and due and payable on January 1st, 1930, interest on said note being payable annually on January 1st at the rate of six (6%) percent per annum; and

Whereas, we the undersigned H. J. Champion Sr., and M. I. Champion; his wife, and Herbert J. Champion and Louise Champion, his wife, desire to secure the payment of said note by the said H. J. Champion at their several maturities according to the promise and agreement of the said H. J. Champion made to and with the said Mrs. Lois T. Hardee;

Now Therefore, in consideration of Ten (\$10.00) Dollars cash in hand paid to us, and of other valuable considerations paid to H. J. Champion, we do hereby bargain, sell, convey and warrant unto the said Mrs. Lois T. Hardee the following described real estate situated in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the south or east bank of Bon Secour River, where the fence now located just north of the Commissary operated by the Bon Secour Lumber Company would, if extended, intersect the said Bon Secour River, thence running South forty-one (41) degrees East about one-quarter of a mile, thence Southwardly one-quarter of a mile to a point, thence North forty-one degrees West one-quarter of a mile to Bon Secour River, thence with the meanderings of said river one-quarter of a mile more or less to the point of beginning, containing forty (40) acres of land more or less. The said land being located in Section 33 and 4, township 8 and 9 South, range 3 East, in Baldwin County, Alabama.

To have and to hold the above granted and described premises with the appurtenances thereunto belonging unto the said Mrs. Lois T. Hardee, her heirs and assigns forever.

Provided always that the said land is to be held in trust by the said Mrs. Lois T. Hardee to secure the payment to Mrs. A. B. Thomas or the holders of the above described note including principal, interest and attorneys fees if the said notes be placed in the hands of an attorney for collection after default in the payment.

And provided that if the said note above described shall be paid in full as and when the same become due, then these presents shall cease, determine and be void; otherwise to remain in full force and effect.

All of the said grantors do hereby vest the said Mrs. Lois T. Hardee or her assigns with full power and authority upon the happenings of a default in the payment of the note above described or either of them to sell their interest in said real estate at public sale for cash, giving thirty days notice in a newspaper published in Bay Minette, Alabama, and the proceeds to apply first: to the payment of the amount of the said note with interest

on same; Second, to the payment of the costs of the sale, including a reasonable attorney's fee, and if there shall be a surplus, then the surplus shall be paid over to the grantors, H. J. Champion Sr., and Herbert J. Champion.

And we hereby authorize the said Mrs. Lois F. Hardee, or her agent or attorney to conduct the sale and to make deed to the purchaser, and the title so made we hereby agree to defend against all persons. We further agree that the mortgagee or Trustee herein may bid at said sale, as if she were a stranger to this instrument.

It is understood that the mortgage to the Grenada Bank for Sixty-three Hundred Nine Dollars (\$6309.00) executed in February, 1929, is a prior mortgage on the above described property.

Witness our signatures this the 9 day of February, 1929.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion
Louise Y. Champion

STATE OF MISSISSIPPI
BOLIVAR COUNTY.

Personally appeared before me the undersigned a Notary Public in and for the said County and State aforesaid, the within named H. J. Champion Sr., and M. I. Champion, his wife, whose names are signed to the foregoing conveyance and who are to me well known, who acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily as their act and deed on the day and date same bears.

Given under my hand and official seal this the 13th day of February, 1929.

(SEAL)

B. H. Haran
Notary Public.

STATE OF MISSISSIPPI
COUNTY OF GREENE.

Personally appeared before me the undersigned a Notary Public in and for the said County and State aforesaid, the within named Herbert J. Champion and his wife, Louise Y. Champion, whose names are signed to the foregoing conveyance and who are known to me, who acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily as their act and deed on the day and date same bears.

Given under my hand and official seal this the 14th day of February, 1929.

(SEAL)

A. Batson
Notary Public.

Filed March 4, 1929.
Recorded in 45 Mtgs., pages 87-8.

EXHIBIT "B".

STATE OF ALABAMA,
BALDWIN COUNTY, ALA.

KNOW ALL MEN BY THESE PRESENTS, That in consideration of \$1,500.00 Thirteen hundred Dollars, in hand paid by the Grenada Bank, Grenada, Mississippi, the receipt whereof is hereby acknowledged, we, H. J. Champion and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, parties of the first part, do hereby bargain, sell, convey and warrant unto the Grenada Bank the following described real estate, situated, in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the south or east bank of Bon Secour River where the fence now located just north of the Commissary operated by the Bon Secour Lumber Co., would, if extended, intersect the said Bon Secour River, thence running South forty-one (41) degrees East about one-quarter of a mile, thence Southwardly one-quarter of a mile to a point, thence North forty-one degrees West one-quarter of a mile to Bon Secour River, thence with the meanderings of said river one-quarter of a mile more or less to the point of beginning, containing forty (40) acres of land more or less. The said land being located in section 55 and 4, township 8 and 9 South, range 5 East, in Baldwin County, Alabama.

To have and to hold the above granted and described premises with the appurtenances unto the said Grenada Bank, its successors and assigns forever. Provided always, that the said land to be held in trust by the said Grenada Bank to secure that certain note made by H. J. Champion and Herbert J. Champion of even date herewith for \$1300.00, due and payable March 1st, 1929, with interest from date at 8% per annum. Provided that if the said note above described shall be paid in full when the same falls due, then these presents shall cease, determine and to be void, otherwise to remain in full force. All the said grantors do hereby vest the said Grenada Bank or its assigns, with full power and authority upon the happening of a default in the payment of the note above described, to sell their interest in said real estate at public sale for cash; giving 30 days notice in a newspaper published at Bay Minette, Ala., and the proceeds to apply, first, to the payment of the amount of the note with interest on same; Second, to the payments of the cost of the sale, including a reasonable attorney's fee, and if there shall be a surplus, then the balance to be paid over to the grantors, H. J. Champion, Sr., and Herbert J. Champion, and we do authorize the said Grenada Bank, its agent or attorney to conduct the sale, and to make deed to the purchaser, and the title so made we hereby agree to defend against all persons. It is agreed that the mortgagee or trustee herein may bid at said sale as if it were a stranger to this instrument.

It is also warranted by the said H. J. Champion Sr., and Herbert Champion that there are no other mortgages on this property.

Given under our hands and seals this the 5th. day of January, 1929.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion
Louise Y. Champion

STATE OF ALABAMA.
COUNTY OF CLARKE.

Personally appeared before me, the undersigned G. R. Myrick, J. P. in and for said County & State aforesaid, the within named Herbert J. Champion and Louise Champion, his wife, 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 the conveyance, they executed and delivered the same voluntarily on the day and date hereinafter stated.

EXHIBIT "O".

STATE OF ALABAMA.
COUNTY OF BALDWIN.

BE IT KNOWN ALL MEN BY THESE PRESENTS, That in consideration of \$6,309.00 Six thousand three hundred nine dollars, in hand paid by the Grenada Bank, Grenada, Miss., the receipt whereof is hereby acknowledged, we, H. J. Champion Sr., and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, parties of the first part, do hereby bargain, sell, warrant and convey unto the Grenada Bank the following described real estate, situated in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the south or east bank of Bon Secour River where the fence now located just North of the Commissary operated by the Bon Secour Lumber Co., would, if extended, intersect the said Bon Secour River; thence, running South Forty-one (41) degrees East about one-quarter of a mile; thence, Southwardly one-quarter of a mile to a point; thence North forty-one degrees west one-quarter of a mile to Bon Secour River; thence with the meanderings of said river, one-quarter of a mile more or less to the point of beginning. Said place containing 40 acres more or less, being located in section 35 and 4, township 3 and 9 South, range 5 East in Baldwin County, Alabama. Together with all improvements located thereon.

To have and hold the above granted and described premises with the appurtenances unto the Grenada Bank, its successors and assigns forever. Provided always that the said land to be held in trust by the said Grenada Bank to secure payment of those certain notes made by H. J. Champion Sr. and Herbert J. Champion of even date herewith for a total of \$6,309.00 due and payable as follows:

Note for Fifteen hundred seventy-two dollars due Sept. 15th, 1929;
Note for Twenty-one hundred three dollars due October 1st, 1929;
Note for Twenty-one hundred nine dollars due October 15th, 1929;
Note for Five hundred twenty-five dollars due October 15th, 1929.

All of said notes bearing 8% interest from maturity.

Provided that if the said notes above described shall be paid in full when the same falls due, then these present shall cease, determine and to be void, otherwise to remain in full force.

All the grantors do hereby vest in the Grenada Bank or its assigns, with full power and authority upon the happenings of a default in the payment of the notes above described, to sell their interest in said real estate at public sale for cash, giving 30 days notice in a paper published at Bay Minette, Alabama, and the proceeds to apply, first, to the payment of the amounts of the notes with interest after maturity; Second, to the payments of the cost of the sale, including a reasonable attorney's fee, and if there be a surplus, then the balance to be paid to the grantors, H. J. Champion Sr. and Herbert J. Champion, and we do authorize the said Grenada Bank, its agent or attorney to conduct the sale, and to make deed to the purchaser, and the title so made we hereby agree to defend against all persons. It is agreed that the mortgagee or trustee herein may bid at the sale as if a stranger to this instrument.

It is also warranted by the said H. J. Champion, Sr. and

Herbert Champion that there are no other mortgages against this property.

Given under our hands and seals this the 9th day of February, 1929.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion
Louise Y. Champion

STATE OF MISSISSIPPI.
COUNTY OF GREEN.

Personally appeared before me, the undersigned a Notary Public in and for said county and state aforesaid, the within named Herbert J. Champion and Louise Y. Champion, his wife, whose names are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 14th. of February, 1929.

A. Batson
Notary Public.

(SEAL)

STATE OF MISSISSIPPI.
COUNTY OF BOLIVAR.

Personally appeared before me, a Notary Public in and for said county and state aforesaid, the within named H. J. Champion Sr. and M. I. Champion, his wife, whose names are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed and delivered the same as their voluntarily act and deed on the day and date that same bears.

Given under my hand and official seal this the 16 February, 1929.

B. H. Harsen, Notary Public.

(SEAL)

Filed March 4th, 1929.
Recorded in 44 Mtgs., pages 428-9.

EXHIBIT "D".

STATE OF ALABAMA.
COUNTY OF BALDWIN.

BE IT KNOWN TO ALL MEN BY THESE PRESENT, that in consideration of \$5,318.00 Five thousand three hundred eighteen dollars, in hand paid by the Grenada Bank, Grenada, Mississippi, the receipt of which is hereby acknowledged, We, H. J. Champion, Sr., and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, parties of the First part, do hereby bargain, sell, warrant and convey unto the Grenada Bank, the following described real estate, situated in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the South or East bank of Bon Secour River where the fence is now located just north of the Commissary operated by the Bon Secour Lumber Co., would, if extended, intersect the said Bon Secour river; thence, running South Forty-one (41) degrees East about one-quarter of a mile; thence, Southwardly one-quarter of a mile to a point; thence, North forty-one degrees West one-quarter of a mile to Bon Secour river, thence with the meandering of said river one-quarter of a mile more or less to the point of beginning. Said land containing 40 acres more or less, being located in Section 25, and 4, township 8 and 9, range 3 East in Baldwin County, Ala., together with all improvements located thereon.

To have and hold the above granted and described premises with the appurtenances unto the Grenada Bank, its successors and assigns forever. Provided always that the said land to be held in trust by the Grenada Bank to secure payment of those certain notes made by H. J. Champion Sr. and Herbert J. Champion of even date herewith for a total of \$5,318.00 due and payable as follows:

Note for Ten hundred sixty dollars due Sept. 15th 1930;
Note for Twenty six hundred fifty eight dollars due Oct. 1st 1930;
Note for Sixteen hundred dollars, due Oct. 15th 1930, all of said notes bearing 6% interest from maturity.

Provided that if the said notes above described shall be paid in full when the same fall due, then these present shall cease, determine and to be void, otherwise to remain in full force.

All the grantors do hereby vest in the Grenada Bank or its assigns, with full power and authority upon the happenings of a default in the payment of the notes above described, to sell their interest in said real estate at public sale for cash, giving 30 days notice in a paper published at Bay Minette, Ala., and the proceeds to apply, first to the payment of the amounts of the notes with interest after maturity, second to the payments of the cost of the sale, including a reasonable attorney fee, and if there be a surplus, then the balance to be paid to the grantors H. J. Champion Sr. and Herbert J. Champion, and we do authorize the said Grenada Bank its agent or attorney to conduct the sale, and to make deed to the purchaser, and the title so made we do hereby agree to defend against all persons. It is agreed that the mortgagee or trustee herein may bid at the sale as if a stranger to this instrument.

It is also warranted by the said parties of the First Part that there are no mortgages against this property.

Given under our hand and seal this the 11 January 1930.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion Jr.
Louise Y. Champion.

STATE OF ALABAMA.
COUNTY OF MOBILE.

Personally appeared before me, the undersigned Notary Public in and for said county and state aforesaid, the within named Herbert J. Champion and Louise Y. Champion, his wife, whose names are signed to the foregoing instrument of conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily on the day and date that same bears.

Given under my hand and seal of office this the 5th February 1930.

(SEAL)
Commission expires July 1933.

May Sturdevant

STATE OF MISSISSIPPI.
COUNTY OF BOLIVAR.

Personally appeared before me a Notary Public in and for said county and state aforesaid, the within named H. J. Champion Sr., and M. I. Champion, his wife, whose names are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed and delivered the same as their voluntary act and deed on the day and date that the same bears.

Given under my hand and seal this the 14 January 1930.

(SEAL)

B. H. Hardee
Notary Public.

Filed February 19, 1930.
Recorded in 47 Mtgs., page 300.

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, the undersigned, a Notary Public in and for said State and County, this day personally appeared W. C. BEEBE, who being by me duly sworn, deposes and says that he is attorney of record for the complainants in that certain bill of complaint of H. J. Champion, Sr. and Herbert J. Champion against Bank of Grenada and against Lois T. Hardee, as Trustee, and Mrs. A. B. Thomas; that the Bank of Grenada is a corporation organized and doing business in the State of Mississippi, with its principal place of business at Grenada, Mississippi; that Lois T. Hardee and Mrs. A. B. Thomas are each over the age of twenty-one years and reside in Cleveland, Mississippi.



Sworn to and subscribed before me
this the 14 day of February,
1935.



Notary Public, Baldwin County,
Alabama.

H. J. CHAMPION, SR., and
HERBERT J. CHAMPION,

Complainants,

IN THE CIRCUIT COURT

VS

OF

BANK OF GRENADA, a corporation,
LOIS T. HARDEE AND MRS A. E.
THOMAS,

BALDWIN COUNTY, ALABAMA

Defendants.

NO. 115.

In Equity...

This cause coming on to be heard was submitted on the original bill of Complaint, service on the Defendants, and decrees pro confesso against the defendants, all as noted by the Register, and the same being considered, the Court in its opinion that complainants are entitled to the relief prayed for in their bill of complaint;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the indebtedness secured by that certain deed of trust from J. H. Champion, Sr., and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, to Louis T. Hardee, as Trustee, to secure an indebtedness to Mrs. A. E. Thomas, dated February 9, 1929, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 45, at pages 37-8, and as well the indebtednesses secured by that certain mortgage executed by H. J. Champion, Sr., and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, to the Grenada Bank, dated January 5th, 1929, recorded in said office in Mortgage Book 45, at pages 477-8, and secured by that certain mortgage executed by the same parties to the Grenada Bank, dated February 9, 1929, recorded in said office in Mortgage Book 44, pages 428-9, and secured by that certain mortgage executed by the same parties to the said Grenada Bank, dated January 11, 1930, recorded in said office in Mortgage Book 47, at page 300, have been paid in full and that the said deed of trust and mortgages constitute a cloud on the title of the complainants to the property described in the bill of complaint, and that the said deed of trust and mortgages ought to be cancelled and the said cloud on the title

of the said Complainants to the said property ought to be removed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Register of this Court be and he is hereby authorized and directed to mark and write on the margin of the record of the said deed of trust and mortgages the fact that said deed of trust and mortgages have been paid in full, and to cancel and discharge the same of record.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this decree be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, and the cost thereof taxed as part of the costs in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT THE Complainants pay the cost of this suit, for which let execution issue.

This May 18th, 1935.

F. W. HARE,

Judge.,

STATE OF ALABAMA
BALDWIN COUNTY,

I, Robert S. Duck, Register of said Circuit Court of said County, Alabama, do hereby certify that the above is a full, true and correct copy of the decree rendered by said Court on the 18th day of May, 1935 in the cause of H. J. Champion, SR., and Herbery J. Champion, Complainants, vs. Bank of Grenada, a corporation, Lois W. Hardee and Mrs. A. E. Thomas, Defendants, as appears of record in said Court.

Witness my hand and the seal of said Court, this the _____ day of May, 1935.

Register.,

(SEAL)

H. J. CHAMPION, SR., and
HERBERT J. CHAMPION,

Complainants,

vs.

BANK OF GRENADA, a cor-
poration, LOIS T. HARDEE
and MRS. A. B. THOMAS,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

NO. 115.

This cause coming on to be heard was submitted on the original bill of complaint, service on the defendants, and decrees pro confesso against the defendants, all as noted by the Register, and the same being considered, the Court is of the opinion that complainants are entitled to the relief prayed for in their bill of complaint;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the indebtedness secured by that certain deed of trust from H. J. Champion, Sr., and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, to Lois T. Hardee, as Trustee, to secure an indebtedness to Mrs. A. B. Thomas, dated February 9, 1929, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 45, at pages 87-8, and as well the indebtednesses secured by that certain mortgage executed by H. J. Champion, Sr., and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, to the Grenada Bank, dated January 5, 1929, recorded in said office in Mortgage Book 43, at pages 477-8, and secured by that certain mortgage executed by the same parties to the Grenada Bank, dated February 9, 1929, recorded in said office in Mortgage Book 44, pages 428-9, and secured by that certain mortgage executed by the same parties to the said Grenada Bank, dated January 11, 1930, recorded in said office in Mortgage Book 47, at page 300, have been paid in full and that the said deed of trust and mortgages constitute a cloud on the title of the complainants to the property described in the bill of complaint, and that the said deed of trust and mortgages ought to be cancelled and the said cloud on the title

of the said complainants to the said property ought to be removed.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Register of this Court be and he is hereby authorized and directed to mark and write on the margin of the record of the said deed of trust and mortgages the fact that said deed of trust and mortgages have been paid in full, and to cancel and discharge the same of record.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this decree be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, and the cost thereof taxed as a part of the costs in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the complainants pay the cost of this suit, for which let execution issue. *This May 18th 1925*

F. W. Hare

Judge.

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Signature or name of addressee

Signature of addressor

FEB 20 1935

Date of delivery _____ 1935

Postmaster's Office U.S. DEPARTMENT OF POSTS AND TELEGRAPHS 6-5-34-36

M. Hunt & Duck
1-11-35
2/12/35

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Signature or name of addressee

Signature of addressor

FEB 23 1935

Date of delivery _____ 1935

Postmaster's Office U.S. DEPARTMENT OF POSTS AND TELEGRAPHS

Filed - 2/25/35
M. Hunt & Duck
Registrar

Post Office Agreement

OFFICIAL BUSINESS

REGISTERED ARTICLE

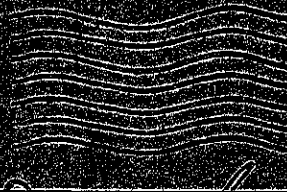
No. *500*

INSURED PARCEL

No. _____

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, 50%

POSTMARK OF DELIVERING OFFICE



Return to *M. S. Duck & Co*

(NAME OF SENDER)

Street and Number, or Post Office Box

Post Office at _____

State _____ ZIP _____
 Office of _____
 Return to _____
 Street and Number _____
 of Post Office Box _____
 NAME OF SENDER _____
 No. _____
 REGISTERED MAIL
 OFFICIAL BUSINESS
 INSURED PARCELS
 No. 529
 POSTMARK OF DELIVERING OFFICE
 PAYMENT FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, 50c

State _____ ZIP _____
 Office of _____
 Return to _____
 Street and Number _____
 of Post Office Box _____
 NAME OF SENDER _____
 No. _____
 REGISTERED MAIL
 OFFICIAL BUSINESS
 INSURED PARCELS
 No. _____
 POSTMARK OF DELIVERING OFFICE
 PAYMENT FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, 50c

Post Office Agreement
 OFFICIAL BUSINESS
 REGISTERED MAIL
 No. 500
 INSURED PARCELS
 No. _____
 Return to R.S. Duck & Co.
 Street and Number _____
 of Post Office Box _____
 NAME OF SENDER _____
 Post Office at _____
 PAYMENT FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, 50c
 POSTMARK OF DELIVERING OFFICE

H. J. Champion, Sr., and Herbert J.
Champion, Complainants,

vs.

Grenada Bank, a corporation, Lois T.
Hardee and Mrs. A. B. Thomas,
Defendants.

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

I, R. S. Duck, Register of said Court, do hereby certify that I

did, on the 20 day of Feb - 1935, send to Grenada Bank,

a corporation, Lois T. Hardee and Mrs. A. B. Thomas, Defendant.

whose address was Cleveland, Miss

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 25 day of Feb 1935.

Witness my hand, this 27 day of Feb 1935.

Robert S. Duck

Register.

~~REGISTERED~~

Duck

No. 115

115

CIRCUIT COURT OF
BALDWIN COUNTY.
IN EQUITY.

H. J. Champion, Sr. and

Herbert J. Champion,

Complainants,

vs.

Grenada Bank, a corporation,

Lois T. Hardee and Mrs.

A. B. Thomas,

Defendants.

CERTIFICATE OF REGISTER AS TO NOTICE
BY REGISTERED MAIL.

Filed in office on this 27

day of February 1935

Robert S. Duck

USA

Register.

115

RECORDED
DICK

Equity

Champion, et al

VS

Grenada Bank
et al

Decree -

Filed May 20 1935
Robert S. Dick
Registrar

BEEBE & HALL
LAWYERS

H. J. Champion, Sr., and Herbert J. Champion, Complainants,

vs.

Grenada Bank, a corporation, Lois T. Hardee and Mrs. A. B. Thomas, Defendants.

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

I, R. S. Duck, Register of said Court, do hereby certify that I

did, on the 20 day of Feb, 1935, send to

Grenada Bank, a corporation, Defendant.

whose address was Grenada, Mississippi.

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

of Complaint filed in this cause; ^{and also a summons} that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 27 day of February 1935.

Witness my hand, this 27 day of February 1935.

Robert S. Duck Register.

H. J. Champion, Sr., and Herbert J. Champion, Complainants,

vs.

Grenade Bank, a corporation, Lois T. Hardee and Mrs. A. B. Thomas, Defendants.

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

I, R. S. Duck, Register of said Court, do hereby certify that I

did, on the 20 day of Feb 1935, send to

Lois T. Hardee, Defendant.

whose address was Cleveland, Mississippi,

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 27 day of February 1935

Witness my hand, this 27 day of Feb 1935.

Robert S. Duck

Register.

U. ~~XXXXXXXXXX~~ Duck
No. 115

115

CIRCUIT COURT OF
BALDWIN COUNTY.
IN EQUITY.

H. J. Champion, Sr. and

Herbert J. Champion,

Complainants,

vs.

Grenada Bank, a corporation,

Lois T. Hardee and Mrs.

A. B. Thomas,

Defendants.

CERTIFICATE OF REGISTER AS TO NOTICE
BY REGISTERED MAIL.

Filed in office on this 27

day of February 1925

Robert S. Duck

am

Register.

RECEIPT FOR REGISTERED ARTICLE No. 200

15 fee paid, class postage paid, 2-20, 1935 (Date)

Declared value, \$ Legal Notice Surcharges paid, _____

From R S Duck, Reg. (Sender)

Addressed to Mrs A B Johnson (Post office and State)

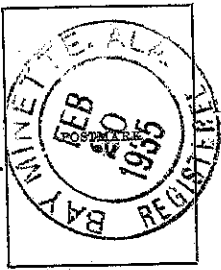
Decatur, Miss (Address) (Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee 3 in person 10 Special delivery fee _____

Delivery restricted to addressee _____ or order _____ Postmaster, per L

5-6869



RECEIPT FOR REGISTERED ARTICLE No. 500

15 fee paid, class postage paid, 2-20, 1935 (Date)

Declared value, \$ Legal Notice Surcharges paid, _____

From R S Duck, Reg. (Sender)

Addressed to Dr J Hargis (Post office and State)

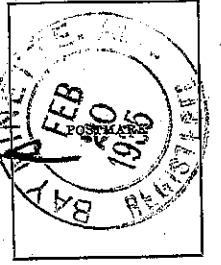
Decatur, Miss (Address) (Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee 3 in person 10 Special delivery fee _____

Delivery restricted to addressee _____ or order _____ Postmaster, per L

5-6869



RECEIPT FOR REGISTERED ARTICLE No. 501

15 fee paid, class postage paid, 2-20, 1935 (Date)

Declared value, \$ Legal Notice Surcharges paid, _____

From R S Duck, Reg. (Sender)

Addressed to Arquedas Box (Post office and State)

Greeneville, Miss (Address) (Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee 3 in person 10 Special delivery fee _____

Delivery restricted to addressee _____ or order _____ Postmaster, per L

5-6869



Mr. J. B. ...
10
10

Mr. J. B. ...
10
10

Mr. J. B. ...
10
10

115

H. J. Champion, Sr., and Herbert J.

Champion, Complainants,

vs.

Grenada Bank, a corporation, Lois T.

Hardee and Mrs. A. B. Thomas, Defendants.

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

I, R. S. Duck, Register of said Court, do hereby certify that I

did, on the 20 day of Feb 1925, send to

Mrs. A. B. Thomas, Defendant.

whose address was Cleveland, Mississippi,

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

and also a summons of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 25 day of Feb 1925.

~~SECRET~~
Duck

115

No. 115

CIRCUIT COURT OF
BALDWIN COUNTY.
IN EQUITY.

H. J. Champion, Sr. and

Herbert J. Champion,

Complainants,

vs.

Grenada Bank, a corporation,

Lois T. Hardee and Mrs.

A. B. Thomas,

Defendants.

CERTIFICATE OF REGISTER AS TO NOTICE
BY REGISTERED MAIL.

Filed in office on this 27

day of Feb 1923

Robert S. Duck
034

Register.

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

No. 115 Term, 1925

H. J. CHAMPION, SR., and HERBERT J. CHAMPION, Complainants

vs.

GRENADA BANK, a corporation, LOIS T. HARDEE and MRS. A. B. THOMAS, Defendants

To Robert S. Duck, Register :

In the above stated cause a Decree Pro Confesso having been taken against the Defendants and evidence having been taken, and the cause being ready for submission for final decree, and no defense having been interposed, the Complainant, by Beebe & Hall,

Solicitors of record, now files with the Register of this Court this written request to deliver the papers in this cause to the Judge for final decree in vacation.

Beebe & Hall
Solicitor for Complainant.

~~RECORDED~~
back

115

No. 115 Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT, IN EQUITY

H, J. Champion, Sr., and
Herbert J. Champion,

vs.

Grenada Bank, a corporation,
Lois T. Hardee and Mrs.
A. B. Thomas.

REQUEST FOR DECREE IN
VACATION

FILED *Filed May 10* 1935
Robert S. Duck
Register

RECORDED IN RECORD

VOL. PAGE

Register

115

Bay Minette, Ala., Sept 5 1935

Hon R. C. Smith

et al

IN ACCOUNT WITH

G. W. HUMPHRIES

JUDGE OF PROBATE, BALDWIN COUNTY

Please Return Bill With Remittance

Privilege Tax

Rec. Fee

Total

To Worcester W. Champion Rec. Mort. from to General Bond et al

85

Paid
9/5/35
W. Robertson Judge
to file

after Notice by Registered Mail.

8601. Motion for Decree Pro Confesso ~~on Publication~~

MOORE PRINTING CO., BAY MINETTE, ALA.

THE STATE OF ALABAMA,) CIRCUIT COURT, IN EQUITY.

Baldwin County. }

No. 115 Term, 1935.

H. J. CHAMPION, SR., and HERBERT J. CHAMPION, ComplainantS

Vs.

GRENADA BANK, a corporation, LOIS T. HARDEE and DefendantS

MRS. A. B. THOMAS,

Motion is hereby made for a Decree Pro Confesso against Grenada Bank, a corporation,

Lois T. Hardee and Mrs. A. B. Thomas, DefendantS

in the annexed stated cause, on the ground that more than thirty days have elapsed since the perfection of Notice by Registered Mail

~~publication was made~~ under the order of this Court; and it having been shown by due proof to the Court ~~are~~ are

that said DefendantS ~~is a~~ non-residentS of the State of Alabama, and has failed to answer, plead or demur to

the Bill in this cause, to the date hereof,

This 29th day of April, 1935.

Becke Hall

Solicitor S.

746 Code

RECORDED
Duck

115

No. _____ Page _____

State of Alabama,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

H J Champion

Complainant

Vs.

Sam W of Grimes

Defendant

Motion for Decree Pro Confesso
On Publication.

Filed *April 29*, 193*5*

Walter S Duck
Register.

Recorded in _____ Record,

Vol. _____ Page _____

Register.

Bay Minette, Ala., May 25 1935

Sam Robt L. Shuck

Ord. Ch.

IN ACCOUNT WITH
G. W. ROBERTSON
JUDGE OF PROBATE, BALDWIN COUNTY

Please Return Bill With Remittance

Privilege Tax Rec. Fee Total

Deed
Rec. Mort. from

to

I. Witnessing cancellation of 4 mtgs of
Champion @ 25¢ each

1.00

Paid

5/25/35

G. W. Robertson Judge

by Kessler, Clerk

Paid by
W. C. Barber

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY:

Come H. J. Champion, Sr., and Herbert J. Champion, and humbly complaining against the Grenada Bank, a corporation, Lois T. Hardee and Mrs. A. B. Thomas, respectfully show unto your Honor as follows:

FIRST:

That your complainants are each over the age of twenty-one years and residents of Baldwin County, Alabama; that the Grenada Bank is a corporation organized and doing a banking business under the laws of and in the State of Mississippi, with its principal place of business at Grenada, Mississippi; that Lois T. Hardee and Mrs. A. B. Thomas are each over the age of twenty-one years and reside at Cleveland, Mississippi.

SECOND:

That on February 9, 1929, your complainants, together with M. I. Champion, the wife of H. J. Champion, Sr., and Louise Champion, the wife of Herbert J. Champion, did execute and deliver a deed of trust to Lois T. Hardee, as Trustee, to secure an indebtedness of Twenty-five Hundred Dollars (\$2500.00), evidenced by note of the said complainants to Mrs. A. B. Thomas, which said deed of trust was filed for record March 4, 1929, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 45, at pages 87-8, which said indebtedness was due and payable January 1st, 1930, a copy of which said deed of trust is hereto attached, marked Exhibit "A" and made a part of this bill of complaint, and which said deed of trust did convey as security for the said debt the following described real property situated in the County of Baldwin, State of Alabama, to-wit:

Commencing at a point on South or East bank of Bon Secour River where the fence is now located, just North of the commissary operated by the Bon Secour Lumber Company would, if extended, intersect the

on same; Second, to the payment of the costs of the sale, including a reasonable attorney's fee, and if there shall be a surplus, then the surplus shall be paid over to the grantors, H. J. Champion Sr., and Herbert J. Champion.

And we hereby authorize the said Mrs. Lois T. Hardee, or her agent or attorney to conduct the sale and to make deed to the purchaser, and the title so made we hereby agree to defend against all persons. We further agree that the mortgagee or Trustee herein may bid at said sale, as if she were a stranger to this instrument.

It is understood that the mortgage to the Grenada Bank for Sixty-three Hundred Nine Dollars (\$6309.00) executed in February, 1929, is a prior mortgage on the above described property.

Witness our signatures this the 9 day of February, 1929.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion
Louise Y. Champion

STATE OF MISSISSIPPI
BOLIVAR COUNTY.

Personally appeared before me the undersigned a Notary Public in and for the said County and State aforesaid, the within named H. J. Champion Sr., and M. I. Champion, his wife, whose names are signed to the foregoing conveyance and who are to me well known, who acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily as their act and deed on the day and date same bears.

Given under my hand and official seal this the 16th day of February, 1929.

(SEAL)

B. H. Haran
Notary Public.

STATE OF MISSISSIPPI
COUNTY OF GREENE.

Personally appeared before me the undersigned a Notary Public in and for the said County and State aforesaid, the within named Herbert J. Champion and his wife, Louise Y. Champion, whose names are signed to the foregoing conveyance and who are known to me, who acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily as their act and deed on the day and date same bears.

Given under my hand and official seal this the 14th day of February, 1929.

(SEAL)

A. Batson
Notary Public.

Filed March 4, 1929.
Recorded in 45 Mtgs., pages 87-8.

said Bon Secour River; thence running South 41° East $\frac{1}{4}$ mile; thence Southwardly $\frac{1}{4}$ mile to a point; thence North 41° West $\frac{1}{4}$ mile to Bon Secour River; thence with the meanderings of said River $\frac{1}{4}$ mile more or less to point of beginning, said lands containing 40 acres, more or less, being located in Sections 35 and 4, Townships 8 and 9 South, Range 3 East, Baldwin County, Alabama;

that the said indebtedness secured by the said deed of trust has been fully paid and any and all terms of the said deed of trust have been fully complied with, but that the said deed of trust has not been cancelled of record in the office of the Judge of Probate of Baldwin County, Alabama, and is a cloud on the title of your complainants to said lands.

That on January 5, 1929, on February 9, 1929, and on January 11, 1930, your complainants, together with their said wives, did execute to the said Grenada Bank mortgages conveying the aforesaid property to secure indebtednesses recited in the said mortgages, due and payable as recited therein, which said mortgages are recorded in the office of the Judge of Probate of Baldwin County, Alabama, respectively as follows: Said mortgage dated January 5, 1929, recorded in Mortgage Book 43, pages 477-8, a copy of which is hereto attached, marked Exhibit "B" and made a part of this bill of complaint; that the said mortgage dated February 9, 1929, is recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 44, pages 428-9, a copy of which is hereto attached, marked Exhibit "C" and made a part of this bill of complaint; that the said mortgage dated January 11, 1930, is duly recorded in Mortgage Book 47, at page 300, a copy of which is hereto attached, marked Exhibit "D" and made a part of this bill of complaint; that the indebtednesses secured by the said mortgages have been paid in full and any and all terms and conditions of the said mortgages have been fully met, but that the said mortgages have not been cancelled of record and that the same are a cloud upon the title of your complainants to the aforesaid land. Said property at the time of the execution of said in-

STATE OF ALABAMA.
COUNTY OF CLARKE.

Personally appeared before me, the undersigned C. R. Myrick, J. P. in and for said County & State aforesaid, the within named Herbert J. Champion and Louise Champion, his wife, 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 the conveyance, they executed and delivered the same voluntary on the day and date same bears.

Given under my hand and official seal this the 7th. day of Jan. 1929.

C. R. Myrick, J. P.

(SEAL)

STATE OF MISSISSIPPI,
COUNTY OF BOLIVAR.

Personally appeared before me, the undersigned Notary Public in and for said County and State aforesaid, the within named H. J. Champion Sr., and Mrs. M. I. Champion, his wife, 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 the conveyance they executed and delivered the same voluntary on the day and date that same bears.

Given under my hand and official seal this the 10th. day of January, 1929.

P. H. Hareen,
Notary Public.

(SEAL)

Filed January 29, 1929.
Recorded in 43 Mtgs., pages 477-8.

Herbert Champion that there are no other mortgages against this property.

Given under our hands and seals this the 9th day of February, 1929.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion
Louise Y. Champion

STATE OF MISSISSIPPI.
COUNTY OF GREEN.

Personally appeared before me, the undersigned a Notary Public in and for said county and state aforesaid, the within named Herbert J. Champion and Louise Y. Champion, his wife, whose names are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 14th. of February, 1929.

A. Batson
Notary Public.

(SEAL)

STATE OF MISSISSIPPI.
COUNTY OF BOLIVAR.

Personally appeared before me, a Notary Public in and for said county and state aforesaid, the within named H. J. Champion Sr. and M. I. Champion, his wife, whose names are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed and delivered the same as their voluntarily act and deed on the day and date that same bears.

Given under my hand and official seal this the 16 February, 1929.

(SEAL)

B. H. Hareen, Notary Public.

Filed March 4th, 1929.
Recorded in 44 Mtgs., pages 428-9.

struments was and is now the property of your complainants.

WHEREFORE, your complainants pray that this Honorable Court will take jurisdiction of the cause made by this bill of complaint and by proper process make the said Bank of Grenada, a corporation, the said Lois T. Hardee, as Trustee, and the said Mrs. A. B. Thomas parties defendant to this bill of complaint, and that they be required to plead, answer or demur to the same within the time and under the penalties prescribed by law and under the practice of this Honorable Court; that upon the final hearing of the cause made by this bill of complaint this Honorable Court will order, adjudge and decree that the indebtednesses secured by the aforesaid instruments have been paid in full and any and all terms and conditions of the said instruments have been fully met, and that the same ought to be cancelled of record and removed as clouds on complainants' title to the lands described in this bill of complaint, and that the said defendants be required to cancel the same on record in the manner required by law, and upon their failure to do so within the time ordered by this Honorable Court, this Honorable Court will order and direct the Register of this Court to enter satisfaction and cancellation of the said instruments in the manner required by law, so that the same shall not be and remain a cloud on complainants' title to the said lands; that if this Honorable Court shall find and ascertain that any sum or sums of money shall be owing under the said instruments or any one of them, these complainants be permitted to pay off the same, and upon such sums having been paid, this Honorable Court will make such orders and decrees necessary and proper, to the end that the same shall be fully cancelled of record in the manner required by law; and these complainants say that they are ready, able and willing to pay any sum or sums which this Honorable Court shall find owing under the aforesaid instruments, and place themselves wholly within the jurisdiction of this Court, and offer to do whatsoever this Court shall require of them in equity and good

conscience. And these complainants pray for such other, further or different relief as in equity they shall be entitled to receive.

Beche & Hall

Solicitors for Complainants.

FOOT NOTE:

The defendants are required to answer any and all allegations of the foregoing bill of complaint, Paragraphs FIRST and SECOND, but not under oath, oath being hereby expressly waived.

Beche & Hall

Solicitors for Complainants.

OK

EXHIBIT "A".

STATE OF MISSISSIPPI,
BOLIVAR COUNTY.

KNOW ALL MEN BY THESE PRESENT: That Whereas, H. J. Champion has assumed and agreed with Mrs. Lois T. Hardee for a valuable consideration to pay to Mrs. A. B. Thomas a certain promissory note executed by the said Mrs. Lois T. Hardee on November 18th, 1927, one note being for the sum of Twenty-five hundred (\$2500.00) Dollars, and due and payable on January 1st, 1930, interest on said note being payable annually on January 1st at the rate of six (6%) percent per annum; and

Whereas, we the undersigned H. J. Champion Sr., and M. I. Champion, his wife, and Herbert J. Champion and Louise Champion, his wife, desire to secure the payment of said note by the said H. J. Champion at their several maturities according to the promise and agreement of the said H. J. Champion made to and with the said Mrs. Lois T. Hardee;

Now Therefore, in consideration of Ten (\$10.00) Dollars cash in hand paid to us, and of other valuable considerations paid to H. J. Champion, we do hereby bargain, sell, convey and warrant unto the said Mrs. Lois T. Hardee the following described real estate situated in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the south or east bank of Bon Secour River, where the fence now located just north of the Commissary operated by the Bon Secour Lumber Company would, if extended, intersect the said Bon Secour River, thence running South forty-one (41) degrees East about one-quarter of a mile, thence Southwardly one-quarter of a mile to a point, thence North forty-one degrees West one-quarter of a mile to Bon Secour River, thence with the meanderings of said river one-quarter of a mile more or less to the point of beginning, containing forty (40) acres of land more or less. The said land being located in Section 35 and 4, township 8 and 9 South, range 3 East, in Baldwin County, Alabama.

To have and to hold the above granted and described premises with the appurtenances thereunto belonging unto the said Mrs. Lois T. Hardee, her heirs and assigns forever.

Provided always that the said land is to be held in trust by the said Mrs. Lois T. Hardee to secure the payment to Mrs. A. B. Thomas or the holders of the above described note including principal, interest and attorneys fees if the said notes be placed in the hands of an attorney for collection after default in the payment.

And provided that if the said note above described shall be paid in full as and when the same become due, then these presents shall cease, determine and be void; otherwise to remain in full force and effect.

All of the said grantors do hereby vest the said Mrs. Lois T. Hardee or her assigns with full power and authority upon the happenings of a default in the payment of the note above described or either of them to sell their interest in said real estate at public sale for cash, giving thirty days notice in a newspaper published in Bay Minette, Alabama, and the proceeds to apply first: to the payment of the amount of the said note with interest

OK

EXHIBIT "B".

STATE OF ALABAMA,
BALDWIN COUNTY, ALA.

KNOW ALL MEN BY THESE PRESENTS, That in consideration of \$1,300.00 Thirteen hundred Dollars, in hand paid by the Grenada Bank, Grenada, Mississippi, the receipt whereof is hereby acknowledged, we, H. J. Champion and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, parties of the first part, do hereby bargain, sell, convey and warrant unto the Grenada Bank the following described real estate, situated, in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the south or east bank of Bon Secour River where the fence now located just north of the Commissary operated by the Bon Secour Lumber Co., would, if extended, intersect the said Bon Secour River, thence running South forty-one (41) degrees East about one-quarter of a mile, thence Southwardly one-quarter of a mile to a point, thence North forty-one degrees West one-quarter of a mile to Bon Secour River, thence with the meanderings of said river one-quarter of a mile more or less to the point of beginning, containing forty (40) acres of land more or less. The said land being located in section 35 and 4, township 8 and 9 South, range 3 East, in Baldwin County, Alabama.

To have and to hold the above granted and described premises with the appurtenances unto the said Grenada Bank, its successors and assigns forever. Provided always, that the said land to be held in trust by the said Grenada Bank to secure that certain note made by H. J. Champion and Herbert J. Champion of even date herewith for \$1300.00, due and payable March 1st, 1929, with interest from date at 8% per annum. Provided that if the said note above described shall be paid in full when the same falls due, then these presents shall cease, determine and to be void, otherwise to remain in full force. All the said grantors do hereby vest the said Grenada Bank or its assigns, with full power and authority upon the happening of a default in the payment of the note above described, to sell their interest in said real estate at public sale for cash, giving 30 days notice in a newspaper published at Bay Minette, Ala., and the proceeds to apply, first, to the payment of the amount of the note with interest on same; Second, to the payments of the cost of the sale, including a reasonable attorney's fee, and if there shall be a surplus, then the balance to be paid over to the grantors, H. J. Champion, Sr., and Herbert J. Champion, and we do authorize the said Grenada Bank, its agent or attorney to conduct the sale, and to make deed to the purchaser, and the title so made we hereby agree to defend against all persons. It is agreed that the mortgagee or trustee herein may bid at said sale as if it were a stranger to this instrument.

It is also warranted by the said H. H. Champion Sr., and Herbert Champion that there are no other mortgages on this property.

Given under our hands and seals this the 5th. day of January, 1929.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion
Louise Y. Champion

OK.

EXHIBIT "C".

STATE OF ALABAMA.
COUNTY OF BALDWIN.

BE IT KNOWN ALL MEN BY THESE PRESENTS, That in consideration of \$6,309.00 Six thousand three hundred nine dollars, in hand paid by the Grenada Bank, Grenada, Miss., the receipt whereof is hereby acknowledged, we, H. J. Champion Sr., and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, parties of the first part, do hereby bargain, sell, warrant and convey unto the Grenada Bank the following described real estate, situated in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the south or east bank of Bon Secour River where the fence now located just North of the Commissary operated by the Bon Secour Lumber Co., would, if extended, intersect the said Bon Secour River; thence, running South Forty-one (41) degrees East about one-quarter of a mile; thence, Southwardly one-quarter of a mile to a point; thence North forty-one degrees west one-quarter of a mile to Bon Secour River; thence with the meanderings of said river, one-quarter of a mile more or less to the point of beginning. Said place containing 40 acres more or less, being located in section 35 and 4, township 8 and 9 South, range 3 East in Baldwin County, Alabama. Together with all improvements located thereon.

To have and hold the above granted and described premises with the appurtenances unto the Grenada Bank, its successors and assigns forever. Provided always that the said land to be held in trust by the said Grenada Bank to secure payment of those certain notes made by H. J. Champion Sr. and Herbert J. Champion of even date herewith for a total of \$6,309.00 due and payable as follows:

Note for Fifteen hundred seventy-two dollars due Sept. 15th, 1929; Note for Twenty-one hundred three dollars due October 1st, 1929; Note for Twenty-one hundred nine dollars due October 15th, 1929; Note for Five hundred twenty-five dollars due October 15th, 1929.

All of said notes bearing 8% interest from maturity.

Provided that if the said notes above described shall be paid in full when the same falls due, then these present shall cease, determine and to be void, otherwise to remain in full force.

All the grantors do hereby vest in the Grenada Bank or its assigns, with full power and authority upon the happenings of a default in the payment of the notes above described, to sell their interest in said real estate at public sale for cash, giving 30 days notice in a paper published at Bay Minette, Alabama, and the proceeds to apply, first, to the payment of the amounts of the notes with interest after maturity; Second, to the payments of the cost of the sale, including a reasonable attorney's fee, and if there be a surplus, then the balance to be paid to the grantors, H. J. Champion Sr. and Herbert J. Champion, and we do authorize the said Grenada Bank, its agent or attorney to conduct the sale, and to make deed to the purchaser, and the title so made we hereby agree to defend against all persons. It is agreed that the mortgagee or Trustee herein may bid at the sale as if a stranger to this instrument.

It is also warranted by the said H. J. Champion, Sr. and

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, the undersigned, a Notary Public in and for said State and County, this day personally appeared W. C. BEEBE, who being by me duly sworn, deposes and says that he is attorney of record for the complainants in that certain bill of complaint of H. J. Champion, Sr. and Herbert J. Champion against Bank of Grenada and against Lois T. Hardee, as Trustee, and Mrs. A. B. Thomas; that the Bank of Grenada is a corporation organized and doing business in the State of Mississippi, with its principal place of business at Grenada, Mississippi; that Lois T. Hardee and Mrs. A. B. Thomas are each over the age of twenty-one years and reside in Cleveland, Mississippi.

W C Beebe

Sworn to and subscribed before me
this the 14 day of February,
1935.

J P Beebe
Notary Public, Baldwin County,
Alabama.

OK

EXHIBIT "D".

STATE OF ALABAMA.
COUNTY OF BALDWIN.

BE IT KNOWN TO ALL MEN BY THESE PRESENT, that in consideration of \$5,318.00 Five thousand three hundred eighteen dollars, in hand paid by the Grenada Bank, Grenada, Mississippi, the receipt of which is hereby acknowledged, We, H. J. Champion, Sr., and M. I. Champion, his wife, Herbert J. Champion and Louise Champion, his wife, parties of the First part, do hereby bargain, sell, warrant and convey unto the Grenada Bank, the following described real estate, situated in Baldwin County, State of Alabama, to-wit:

Commencing at a point on the South or East bank of Bon Secour River where the fence is now located just north of the Commissary operated by the Bon Secour Lumber Co., would, if extended, intersect the said Bon Secour river; thence, running South Forty-one (41) degrees East about one-quarter of a mile; thence, Southwardly one-quarter of a mile to a point; thence, North forty-one degrees West one-quarter of a mile to Bon Secour river, thence with the meandering of said river one-quarter of a mile more or less to the point of beginning. Said land containing 40 acres more or less, being located in Section 35, and 4, township 8 and 9, range 3 East in Baldwin County, Ala., together with all improvements located thereon.

To have and hold the above granted and described premises with the appurtenances unto the Grenada Bank, its successors and assigns forever. Provided always that the said land to be held in trust by the Grenada Bank to secure payment of those certain notes made by H. J. Champion Sr. and Herbert J. Champion of even date herewith for a total of \$5,318.00 due and payable as follows:

Note for Ten hundred sixty dollars due Sept. 15th 1930;
Note for Twenty six hundred fifty eight dollars due Oct. 1st 1930;
Note for Sixteen hundred dollars, due Oct. 15th 1930, all of said notes bearing 8% interest from maturity.

Provided that if the said notes above described shall be paid in full when the same fall due, then these present shall cease, determine and to be void, otherwise to remain in full force.

All the grantors do hereby vest in the Grenada Bank or its assigns, with full power and authority upon the happenings of a default in the payment of the notes above described, to sell their interest in said real estate at public sale for cash, giving 30 days notice in a paper published at Bay Minette, Ala., and the proceeds to apply, first to the payment of the amounts of the notes with interest after maturity, Second to the payments of the cost of the sale, including a reasonable attorney fee, and if there be a surplus, then the balance to be paid to the grantors H. J. Champion Sr. and Herbert J. Champion, and we do authorize the said Grenada Bank its agent or attorney to conduct the sale, and to make deed to the purchaser, and the title so made we do hereby agree to defend against all persons. It is agreed that the mortgagee or trustee herein may bid at the sale as if a stranger to this instrument.

It is also warranted by the said parties of the First Part that there are no mortgages against this property.

Given under our hand and seal this the 11 January 1930.

H. J. Champion Sr.
M. I. Champion
Herbert J. Champion Jr.
Louise Y. Champion.

STATE OF ALABAMA.
COUNTY OF MOBILE.

Personally appeared before me, the undersigned Notary Public in and for said county and state aforesaid, the within named Herbert J. Champion and Louise Y. Champion, his wife, whose names are signed to the foregoing instrument of conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed and delivered the same voluntarily on the day and date that same bears.

Given under my hand and seal of office this the 5th February 1930.

(SEAL)
Commission expires July 1933.

May Sturdevant

STATE OF MISSISSIPPI.
COUNTY OF BOLIVAR.

Personally appeared before me a Notary Public in and for said county and state aforesaid, the within named H. J. Champion Sr., and M. I. Champion, his wife, whose name are signed to the foregoing conveyance and who are personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed and delivered the same as their voluntary act and deed on the day and date that the same bears.

Given under my hand and seal this the 14 January 1930.

(SEAL)

B. H. Hardee
Notary Public.

Filed February 19, 1930.
Recorded in 47 Mtgs., page 300.