MID-STATE HOMES, INC., \* IN THE CIRCUIT COURT OF a Corporation \* BALDWIN COUNTY, ALABAMA

VS \* BALDWIN COUNTY, ALABAMA

NATHAN YORK \* CASE NUMBER 5363

## WRIT OF POSSESSION

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF SAID STATE - GREETINGS:

You are hereby commanded to deliver to Mid-State
Homes, Inc. possession of the lands and tenements which the said
Mid-State Homes, Inc. recovered of Nathan York by the judgement of
our Circuit Court, held for the County of Baldwin on the

day
of
,196 , to-wit:

Begin at the SW corner of Section 9, Towship 3 South, Range 2 East as the point of beginning; thence proceed East along the section line 100 feet to a point; thence proceed North a distance of 50 feet to a point; thence proceed West a distance of 100 feet to a point; thence proceed South a distance of 50 feet back to the point of beginning; all situated in Section 9, Township 3 South, Range 2 East, Baldwin County, Alabama.

You are further commanded to make return of this writ and the execution thereof according to law.

Witness my hand, this # day of Fel-

1963.

Clerk Clerk

IN THE CIRCUIT COURT OF MID-STATE HOMES, INC., a Corporation BALDWIN COUNTY, ALABAMA PLAINTIFF ٧S NATHAN YORK 5363 CASE NUMBER DEFENDANT

# WRIT OF POSSESSION

STATE OF ALABAMA BALDWIN COUNTY

TO ANY SHERIFF OF SAID STATE - GREETINGS:

You are hereby commanded to deliver to Mid-State Homes, Inc. possession of the lands and tenements which the said Mid-State Homes, Inc. recovered of Nathan York by the judgement of our Circuit Court, held for the County of Baldwin on the day ,196 , to-wit: of

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You are further commanded to make return of this writ and the execution thereof according to law.

Witness my hand, this A day of File

1963.

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Mid. State Homes, The.	ceived day of Jeli. 190
8 8 8 8 8 0 5 4	day of 19 served a copy of the within 19 i Oach an Hack
Nothand York	TAYLOR WILKINS, Sheriff  ByD
	Lecalled 2/8/6
	By Hely ally
Writ of Possession	Mulle Eddler
1.000000	

Returned Solary of May 1963

Not found in my county after diligent tearch and inquiry.

Taylor Wilkins, Sheriff

Deputy Sheriff

R. A. NORRED **ATTORNEY** 

TELEPHONE 322-2351

January 30, 1963

Clerk, Circuit Court of Baldwin County Bay Minette, Alabama

> Mid-State Homes, Inc. vs Re: Nathan York

Dear Sir:

I am enclosing herein an original and one copy of a Writ of Possession which I would like to have issued under the judgement rendered in the above case.

I suggestion that you inform the Sheriff that one of my client's representatives will contact him within the next few days and make arrangements for accepting possession of the property described in the Writ.

Your co-operation is appreciated.

Yours very truly,

RAN: pam

Please return This little to Olerh's office

### SUMMONS

STATE OF ALABAMA \*

\*
BALDWIN COUNTY \*

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Nathan York to appear within thirty days from the date of this writ in the circuit court, to be held for said county at the place of holding in the same, then and there to answer the complaint of Mid-State Homes, Inc.

Witness my hand, this 19 day of 7000 1962.

Deice Luck

MID-STATE HOMES, INC.,

IN THE CIRCUIT COURT OF

a Corporation

BALDWIN COUNTY, ALABAMA

PLAINTIFF

AT LAW

VS

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Number 5363

NATHAN YORK

TYEFENTANT

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### COMPLAINT

COUNT ONE: The Plaintiff sues to recover possession of the following tract of land, in Baldwin County, Alabama:

Begin at the SW corner of Section 9, Township 3 South, Range 2 East, as the point of beginning; thence proceed East along the section line 100 feet to a point; thence proceed North a distance of 50 feet to a point; thence West a distance of 100 feet to a point; thence west a distance of 50 feet back to the point of beginning; all situated in Section 9, Township 3 South, Range 2 East, Baldwin County, Alabama.

of which the plaintiff was in possession, and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withhold, together with \$1,000.00 for the detention thereof.

COUNT TWO: The Plaintiff sues to recover the possession of the following tract of land in Baldwin County, Alabama:

Begin at the SW corner of Section 9, Township 3 South, Range 2 East, as the point of beginning; thence proceed East along the Section line 100 feet to a point; thence proceed Worth a distance of 50 feet to a point; thence proceed West a distance of 100 feet to a point; thence proceed South a distance of 50 feet to the point of beginning; all situated in Section 9, Township 3 South, Range 2 East, Baldwin County, Alabama.

to which said tract of land the Plaintiff has the legal title, and upon which tract of land, before the commencement of this suit, the defendant entered and unlawfully withhold, together with \$1,000.00 for detention thereof.

R. A. NORRED

Attorney for Plaintiff
Suit 718
Title Guarantee Building
Birmingham3, Alabama
Telephone: 322-2351

No. 5363

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

MID-STATE HOMES, INC., a Corporation

PLAINTIFF

٧ã

NATHAN YORK

DEFENDANT

SUMMONS AND COMPLAINT

Filed

R. A. Norred

Plaintiff's Attorney 718 Title Guarantee Bldg. Birmingham 3, Alabama

Defendant Galddress:

General Delivery Bay Minette, Alabama

Sheriff claims\_\_\_

Ten Cents per mile Total \$\_ TAYLOR WILKINS, Sher

MID-STATE HOMES, INC., \* IN THE CIRCUIT COURT OF a Corporation \* BALDWIN COUNTY, ALABAMA

PLAINTIFF \* AT LAW

NATHAN YORK \* NUMBER\_\_\_\_\_\_\_\_

## DEFAULT JUDGEMENT

This day came the Plaintiff by its attorneys, and the defendant being called, came not, but made default, and on motion of the Plaintiff, and upon proof, it is considered and adjudged, and it is the judgement of the court, that judgement be and the same is hereby rendered in favor of the plaintiff and against the defendant for the following described property:

Begin at the SW corner of Section 9, Township 3 South, Range 2 East as the point of beginning; thence proceed East along the Section line 100 feet to a point; thence proceed North a distance of 50 feet to a point; thence proceed West a distance of 100 feet; thence proceed South a distance of 50 feet back to the point of beginning. All situated in Section 9, Township 3, Range 2 East, Baldwin County, Alabama.

It is, therefore, considered, ordered, and adjudged by the court that the Plaintiff have and recover of the defendant the aforesaid property, and that the costs herein are taxed against the plaintiff, for all of which let execution issue.



John nitrer

# SUMMONS

STATE OF ALABAMA

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BALDWIN COUNTY

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To any Sheriff of the State of Alabama:

You are hereby commanded to summon Nathan York to appear within thirty days from the date of this writ in the circuit court, to be held for said county at the place of holding in the same, then and there to answer the complaint of Mid-State Homes, Inc.

Witness my hand, this

day of

1962.

Clerk MID-STATE HOMES, INC., × IN THE CIRCUIT COURT OF a Corporation ΝC \* BALDWIN COUNTY, ALABAMA PLAINTIFF Tat. AT LAW VS No. 202 Number NATHAN YORK nic. 水 DEFENDANT 390

# COMPLAINT

COUNT ONE: The Plaintiff sues to recover possession of the following tract of land, in Baldwin County, Alabama:

Begin at the SW corner of Section 9, Township 3 South, Range 2 East, as the point of beginning; thence proceed East along the section line 100 feet to a point; thence proceed North a distance of 50 feet to a point; thence West a distance of 100 feet to a point; thence proceed South a distance of 50 feet back to the point of beginning; all situated in Section 9, Township 3 South, Range 2 East, Baldwin County, Alabama.

of which the plaintiff was in possession, and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withhold, together with \$1,000.00 for the detention thereof.

COUNT TWO: The Plaintiff sues to recover the possession of the following tract of land in Baldwin County, Alabama:

Begin at the SW corner of Section 9, Township 3 South, Range 2 East, as the point of beginning; thence proceed East along the Section line 100 feet to a point; thence proceed North a distance of 50 feet to a point; thence proceed West a distance of 100 feet to a point; thence proceed South a distance of 50 feet to the point of beginning; all situated in Section 9, Township 3 South, Range 2 East, Baldwin County, Alabama.

to which said tract of land the Plaintiff has the legal title, and upon which tract of land, before the commencement of this suit, the defendant entered and unlawfully withhold, together with \$1,000.00 for detention thereof.

R. A. NORRED

gree white week con-HEREN ENER Attorney for Plaintiff
Suit 718
Title Guarantee Building
Birmingham3, Alabama
Telephone: 322-2351 Trees and the second se 70000 7.5 q 

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No. 5363

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

MID-STATE HOMES, INC., a Corporation

PLAINTIFF

V.S

NATUAN YORK

DEFENDANT

SUMMONS AND COMPLAINT

Filed

R. A. Norred

Plaintiff's Attorney 713 figle Guarantee Bldg. Birmingham 3, Alabama

betendant's Address:

General Delivery Bay Hibette, Alabama

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and arm for and with

A CONTRACTOR

Know All Men By These Aresents, That Mitchell Jernigan and wife Willie Mae Jernigan

(hereinafter called "Mortgagor"), in consideration of the mutual covenants and conditions herein contained and of the indebted ness of the Mortgagor hereinafter described to JIM WALTER CORPORATION

(hereinafter called "Mortgagee"), does hereby grant, bargain, sell and convey unto the Mortgagee all that real property in the

Bay Minette, Alabama , County of Baldwin State of Alabama, described as follows:

Begin at the SW corner of Section 9, township 3 South, Range 2 East as the point of beginning; thence proceed East along the Section line 100 feet to a point; thence proceed North a distance of 50 feet to a point; thence proceed West a distance of 100 feet; thence proceed South a distance of 50 feet back to the point of beginning. All situated in Section 9, township 3, Range 2 East, Baldwin County, Alabama.

STATE OF ALABAMA, BALDWIN COUNTY

I certify that this instrument was filed and the following tax collected on

JUL7 1961 8:20 A

Together with all buildings, structures and or perdisaprovements and all-discuses now on said land or that may hereafter be erected or placed thereon, all rents, issues, income are property therefrom, and all and singular the rights, members, privileges, here-ditaments, easements and appurtenances thereunto belonging to an accordance of probate.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee, its successors and assigns forever.

PROVIDING ALWAYS, and these presents are upon the express condition, that if the Mortgager shall well and truly pay to the Mortgagee one certain promissory note even date, herewith, made by Mortgager to Mortgagee in the principal amount of

to the Mortgagee one certain promissory note, even date herewith, made by Mortgagor to Mortgagee in the principal amount of forty four hundred one + 69/00, payable in monthly installments of \$ 52.40 each,

Upon default in the payment of any installment of principal on said note Upon default in the payment of any installment of principal on said note or upon default in the performance of any of the covenants and agreements herein contained, the Mortgagee may declare the entire principal sum of said indebtedness immediately due and payable, and the Mortgagor hereby vests the Mortgagee, its successors, agents of assigns, with full power and authority, upon the happening of any such default, to take possession of the premises hereby conveyed and to sell said property at public outcry at the front door of the Court House of said County, for cash to the highest bidder, after first giving thirty days' notice of the time, place and terms of the sale, together with a description of the property to be sold, by publication once a week for four consecutive weeks in a newspaper published in said County; to make proper conveyance to the purchaser in the name of the Mortgagor; and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said principal indebtedness, whether due or not, together with the unpaid interest thereon, if any, to the date of sale, and any amount that may be due the Mortgagee by virtue of any special liens herein declared; and third, the balance, if any, to pay over to the Mortgagor, his successors or assigns.

And except as herein provided, the Mortgagor hereby covenants with the Mortgagee and with the successors and assigns of the Mortgagee that the Mortgagor is seized of an indefeasible estate in fee simple in and to the above described property, is in the peaceable possession thereof, and has a good and lawful right to mortgage and convey the same; that said property is free from all encumbrances except as herein provided, and that the Mortgagor hereby warrants and will forever defend the title to said property unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

The conveyance of the above described property and all warranties of the Mortgagor hereunder (whether express or statutory) are made subject to the lien of taxes hereafter falling due. The Mortgagor hereby waives all claim to any exemption of personal property or homestead under the Laws of Alabama on the debt hereby secured, until the same is fully paid.

And the Mortgagor further expressly agrees and covenants:

and the installments of principal thereon, when they respectively fall due; To pay said note

To pay promptly all taxes, assessments, liens, or other charges which may be, or become, effective against said property regardless of whether or not the same may be excepted from the warranties hereinabove, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith;

To keep any buildings or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire and lightning and against hazards covered by the form of insurance contract generally known as "extended coverage", and also the form of coverage known as "all physical loss" if required by the Mortgagee, by policies issued by shall provide that loss, if any, shall be payable to the Mortgagee, which policies shall be deposited with the Mortgagee and such amounts, in an amount not less than the principal amount of the note aforesaid, as may be required by the Mortgagee.

That the Mortgagee shall upon the happening of any default betweeder reserve to litigation for the recovery of the sums

That the Mortgagee shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums or to foreclose this mortgage under the power of sale herein or by bill in equity, the Mortgagor will pay all reasonable costs, expenses, and attorney's fees thus incurred; and said costs, expenses, and attorney's fees, and any other sum or sums due the Mortgagee by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation.

That if the Mortgagor fails to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by these presents, on said

That in the event of litigation arising over the title to, or possession of, said property the Mortgagee may prosecute or defend said litigation, and for any sum or sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional secured by these presents, on said property;



That at any sale under the powers herein the Mortgagee may bid for and purchase said property like a stranger thereto, and in the event the Mortgagee should become the purchaser at said sale, either the auctioneer conducting the sale or the Mortgagee may execute a deed to the Mortgagee in the name of the Mortgagor;

That the word "Mortgagee" whenever herein used, shall include all mortgagees herein named, and their respective heirs, executors, administrators, successors and assigns, and the word "Mortgagor" wherever herein used, shall include all mortgagors herein named, and their respective heirs, executors, administrators, successors and assigns. The masculine pronoun, wherever herein used, shall mean and include the appropriate feminine or neuter pronoun. Wherever herein used the singular number shall include the plural, and the plural number shall include the singular.

WITNESS the hand and seal of the Mortgago	or, this <u>19th</u> day of <u>June</u> , A.D. 1961.
	mitchell Jernigan (SEAL)
	Willie Mas Jernigen (SEAL)
Signed, sealed and delivered in the presence of:  Harold F Julles  Amelia (Indense)	
THE STATE OF ALABAMA Mobile )	
I, <u>Rebecca O. Moring</u> , a Notary Puccertify that Mitchell Jernigan & wife	ublic, in and for said State <u>Alabama</u> , hereby e Willie Mae Jernigan
whose name's are signed to the	e foregoing conveyance, and who are known to me,
acknowledged before me on this day that, being inform same voluntarily on the day the same bears date.  Given under hand and seal this 19th day	
STATE OF ALABAMA ) SS	5
I HEREBY CERTIFY that this instrument was	filed for record on the day of,
	THER CERTIFY that the revenue tax of \$ has been paid.
Recorded: Mortgage BookPage	No
	JUDGE OF PROBATE

# 

Know All Men By Chese Present	5, That the undersigned JIM WALTER CORPORATION,
a corporation existing under the laws of the State of Florida, in	consideration of the sum of Ten Dollars and other good and valuable
considerations in hand paid by Mid-State Homes I	nc, does hereby sell, convey, transfer, set over and
assign unto the saidMid-State Homes Inc	heirs, succesors and assigns forever, that
certain mortgage dated the 19thlay of Jun	e, 1961, made by Mitchell Jerning en and
rife Willie Mae, as mortgagor, to the said Jim W	alter Corporation, as mortgagee, covering the following described
Jerningen real property situated in the County ofB.	aldwin , State of Alabama, to-wit:
Begin at the SW corner of Section 9 as the point of beginning; thence point; thence proceed point; thence proceed West a distant of the position 9, Township 3, Range 2 East	roceed East along the Section line Notth a distance fo 50 feet to a ce of 100 feet; thence proceed South oint of beginning. All situated in
OK and which said mortgage is recorded in Mortgage Book36	7, page, of the Probate Court records of
•	a, and is hereby expressly referred to and made a part hereof, together
with the indebtedness thereby secured and all of its right, titl	
TO HAVE AND TO HOLD unto the saidM:	d-State Homes Inc. its heirs,
successors and assigns forever.	· · · · · · · · · · · · · · · · · · ·
	Valter Corporation has caused these presents to be executed by
causing its corporate name to be signed and its corporate sea	al affixed hereto by J.W. Walter
as its President, and by causing A.F. Sar-	aw , as Secretary of the corporation, to
attest the same, both said officers being hereunto duly authorized	orized, all as of this the 7th day of July,
196.1 Attest: Secretary  STATE OF FLORIDA	JIM WALTER CORPORATION (CORPORATE SEAL)  By:  President
COUNTY OF HILLSBOROUGH (	
	ublic in and for said County in said State, do hereby certify that
Bio M & All L V	and A.F. Saxaw
	y, respectively, of Jim Walter Corporation, a Florida corporation,
are signed to the foregoing instrument and who are know of the contents of the conveyance, they, as such officers and as the act of said corporation.	n to me, acknowledged before me on this day that, being informed with full power and authority, executed the same voluntarily for and
Given under my hand and notarial seal this 7th	day of
STATE OF ALABAMA. BALDWIN COUNTY	I Coulman Nyder
I certify that this instrument was tilled on	Notary Public, State of Florida at Large
	My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Sept. 21, 1964
6-58 - 6M - Sulphur Springs Press JUL 19 1961 AM	(SEAL) Bonded by American Surety Co. of Ne Ya

Judge of Probate

R. 8,25

# 1 C

Jem Walter Corp. P. o. Box 9128 Jampa 4, F. la.

IN WITNESS WHEREOF MID-STATE HOMES, INC. has caused this instrument to be executed by and through Wilson Hayes as Auctioneer conducting this said sale, and as attorney in fact, and Wilson Hayes as Auctioneer conducting said sale has hereto set his hand and seal on this the 5th day of February , 19 62 ΒY Wilson Hayes and Attorney in Fact. as Auctioneer conducting said sale.

### STATE OF ALABAMA

Baldwin county

Wilson Hayes

I, the undersigned, a Notary Public in and for said County and State, hereby certify that

, whose name as Auctioneer and Attorney in Fact for MID-STATE HOMES. INC. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, in his capacity as said Auctioneer and Attorney in Fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the day of February

# FORECLOSURE DEED

STATE OF ALABAMA
BALDWIN COUNTY

WHEREAS, in and by said mortgage the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door of said County, giving notice of the time, place, and terms of said sale in some newspaper published in said County, by publication once a week for four consecutive weeks prior to said sale at public out-cry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and.

WHEREAS, said mortgage with the powers therein contained was duly assigned to on the 7th day of July , 19 61; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said assignee did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the The Baldwin Times , a newspaper published in Baldwin County, Alabama, and of general circulation in Baldwin County, Alabama, in its issues of December 28, 19,61; and, January 4, 11, 18, 1962; and,

WHEREAS, on February 5, , 1962, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and MID-STATE HOMES, INC.

as assignee of said mortgage, did offer for sale and sell at public outcry in front of the door of the Courthouse in Baldwin

County, Alabama, the property hereinafter described: and.

WHEREAS, Wilson Hayes was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the MID-STATE HOMES, INC. ; and,

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of MID-STATE HOMES, INC.

, in the amount of Four Thousand Four Hundred

Fifty-Nine and 20/100-- Dollars, which sum of money MID-STATE HOMES, INC. offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to

MID-STATE HOMES, INC.

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of \$ 4,459.20 the indebtedness secured by said mortgage, the said MID-STATE HOMES, INC. by and through Wilson Hayes as Auctioneer conducting said sale and as attorney in fact said Wilson Hayes MID-STATE HOMES, INC. MID-STATE HOMES, INC. , and the said for" , as Auctioneer conducting said sale and as attorney in fact for and the said - Wilson Hayes as Auctioneer conducting said sale, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said MID-STATE HOMES, INC. , the following described property situated in Baldwin County, Alabama, to-wit:

Begin at the SW corner of Section 9, Township 3 South, Range 2 East, as the point of beginning; thence proceed East along the Section line 100 feet to a point; thence proceed North a distance of 50 feet to a point; thence proceed West a distance of 100 feet; thence proceed South a distance of 50 feet back to the point of beginning. All situated in Section 9, Township 3, Range 2 East, Baldwin County, Alabama.

STATE OF ALABAMA, BALDWIN COUNTY

I certify that this instrument was filed and the following tax collected on

MAR 13 1962

Book 3/5
Page 359-60 WW Audge of Prol

Dy\_\_\_\_\_

TO HAVE AND TO HOLD THE above described property unto

MID-STATE HOMES, INC.

, its heirs and assigns forever, subject however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.