

CASE NUMBER 5397

FILED
MAR 10 1963
ALICE J. DUCK, CLERK
REGISTER

R. A. NORRED
ATTORNEY

718 TITLE GUARANTEE BUILDING
BIRMINGHAM 3, ALABAMA

TELEPHONE
322-2351

December 6, 1962

Clerk, Circuit Court
Baldwin County
Bay Minette, Alabama

Re: Mid-State Homes, Inc. vs
Hilliard E. Gaines

Dear Sir:

I enclose herein an original and one copy of a Summons and Complaint for service in the above. I would appreciate it if you would file the Summons and issue same for service.

I would also appreciate it if you would acknowledge receipt hereof and advise when service has been perfected.

Yours very truly,



R. A. NORRED

RAN:pam

Enclosures

R. A. NORRED
ATTORNEY

718 TITLE GUARANTEE BUILDING
BIRMINGHAM 3, ALABAMA

TELEPHONE
322-2351

March 14, 1963

Alice J. Duck
Clerk - Register
Baldwin County
Bay Minette, Alabama

Re: Mid-State Homes, Inc.
vs. Hilliard E. Gaines
Court Case No. 5397

Dear Miss Duck:

It is my impression that the above case is ready for a default judgment.

I wonder if it would be possible for you to submit the case to the Judge for the entry of such judgment, and thus save me the trouble of making a trip. With this idea in mind, I enclose herein a suggested form for the entry of the judgment, accompanied by the mortgage, assignment, and foreclosure deed upon which our title is based. If for any reason you cannot present this matter for me, I would appreciate it if you would so advise and return the enclosed instruments.

Thank you for your cooperation.

Yours very truly,


R. A. NORRED

RAN:nr
Enc:

MSH
STATE OF ALABAMA
COUNTY OF Baldwin

mobile 84
BOOK 369 PAGE 188

Know All Men By These Presents, That Hilliard E. Gaines a single man

(hereinafter called "Mortgagor"), in consideration of the mutual covenants and conditions herein contained and of the indebtedness 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 area of Crossroads, Alabama, County of Baldwin State of Alabama, described as follows:

Commencing at the half Section post of the line dividing Section 28 & 33, run thence West 7.07 chains to point of beginning; thence North 210 feet; thence East 210 feet, South 210 ft., & West 210 ft., to P.O.B. being situated in subdivision 'D' of Fractional Section 28 in Township 2, South Range 2 East, Baldwin County, Alabama. STATE OF ALABAMA, BALDWIN COUNTY

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

JUL 24 1961 8:00 AM

Deed \$ Mort. 510 Recorded in

Book 369

Page 188-89 Judge of Probate

Together with all buildings, structures and other improvements and all fixtures now on said land or that may hereafter be erected or placed thereon, all rents, issues, income and profits therefrom, and all and singular the rights, members, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

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 Mortgagor shall well and truly pay to the Mortgagee one certain promissory note, even date herewith, made by Mortgagor to Mortgagee in the principal amount of thirty three hundred ninety three + 69/100, payable in monthly installments of \$ 40.40 each,

the last installment being due and payable on AUGUST 15, 1968, and if the Mortgagor shall perform all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force and effect.

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 or 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 Mortgagee 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:

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

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 good and solvent insurance companies approved by the Mortgagee, which policies shall be deposited with the Mortgagee and shall provide that loss, if any, shall be payable to the Mortgagee as the Mortgagee's interest may appear, such policies to be in 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 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 property;

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 lien, 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 thereon, 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 Mortgagor, this 15th day of July, A.D. 1961.

Hilliard E. Gaines (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of:

L. Fred Knodel
Charles Anderson

THE STATE OF ALABAMA)
COUNTY)
Mobile)

I, Rebecca O. Moring, a Notary Public, in and for said State Alabama, hereby certify that Hilliard E. Gaines a single man

whose name 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, has executed the same voluntarily on the day the same bears date.

Given under hand and seal this 15th day of July, A.D. 1961.

Rebecca O. Moring
Notary Public, State of Alabama

MY COMMISSION EXPIRES MARCH 20, 1965

County of Mobile

STATE OF ALABAMA)
COUNTY) SS

I HEREBY CERTIFY that this instrument was filed for record on the _____ day of _____, A.D. 19____, at _____ o'clock ____ M. I FURTHER CERTIFY that the revenue tax of \$_____ has been paid.

Recorded: Mortgage Book _____ Page _____ No. _____

JUDGE OF PROBATE

10/10/61
25/27/0
Jimmie Beatty
Box 9128
Tombigbee Co., Ala

SUMMONS

STATE OF ALABAMA *
 *
BALDWIN COUNTY *

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Hilliard E. Gaines 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 the same, then and there to answer the complaint of Mid-State Homes, Inc.

Witness my hand, this 7 day of Dec 1962.

David J. Smith
Clerk

MID-STATE HOMES, INC.,
a Corporation,

PLAINTIFF

VS

HILLIARD E. GAINES,

DEFENDANT

*
*
*
*
*
*
*
*
*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NUMBER _____

COMPLAINT

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

Commencing at the half Section post of the line dividing Section 28 & 33, run thence west 7.07 chains to point of beginning; thence North 210 feet; thence East 210 feet; South 210 feet, & West 210 feet, to POB being situated in subdivision "d" of Fractional Section 28 in Township 2, South Range 2 East, Baldwin County, Alabama.

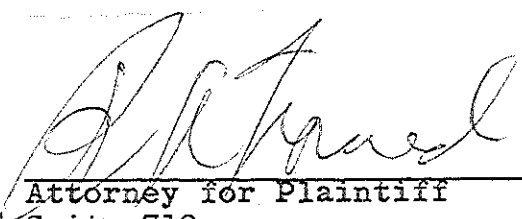
of which the plaintiff was in possession, and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withhold, together with \$1,000.00 for the detention thereof.

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

Commencing at the half Section post of the line dividing Section 28 & 33, run thence West 7.07 chains to point of beginning; thence North 210 feet, thence East 210 feet, South 210 feet, and West 210 feet, to POB being situated in subdivision 'D' of Fractional Section 28 in Township 2, 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
Suite 718
Title Guarantee Building
Birmingham3, Alabama
Telephone: 322-2351

FILED

DEC 6 1962

ALICE J. DUCK, CLERK
REGISTER

En-1-29-63

RECEIVED
DEC 6 1962
CLERK
REGISTER

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT

MID-STATE HOMES, INC.,
a Corporation,

PLAINTIFF

VS

HILLIARD E. GAINES,
DEFENDANT

SUMMONS AND COMPLAINT

Filed 12-7 1962

W. J. Kneek
Clerk

R. A. Norred
Attorney for Plaintiff
718 Title Guarantee Bldg.
Birmingham 3, Alabama

Defendant's Address:

Route 1 Box 356
Bay Minette, Alabama

Received 7 day of Dec 1962
and on 29 day of Jan 1963
served a copy of the within A & C
on Hilliard Gaines

By service on _____

TAYLOR WILKINS, Sheriff
By W. L. Albert D. S.
Cross Road

Sheriff claims 14 miles at
Ten Cents per mile Total \$ 1.40
TAYLOR WILKINS, Sheriff

BY _____
DEPUTY SHERIFF

MID-STATE HOMES, INC.,
PLAINTIFF,
VS.
HILLIARD E. GAINES,
DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NUMBER: 5397

W R I T O F P O S S E S S I O N

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 Hilliard E. Gaines by the judgment of our Circuit Court, held for the County of Baldwin on the 18th day of March, 1963, to-wit:

Commencing at the half Section post of the line dividing Section 28 & 33, run thence west 7.07 chains to point of beginning; thence north 210 feet; thence east 210 feet; South 210 feet, & west 210 feet, to POB being situated in subdivision "d" of Fractional Section 28 in township 2, 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 3 day of April, 1963.

Deirdre J. French
CLERK

Henry Means 8891

Mobile

RETURN TO
JIM WALTER CORP.
P. O. BOX 9122
MOBILE, ALA.

Assignment of Mortgage - Alabama - Jim Walter Corporation

BOOK 369 PAGE 457

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

Know All Men By These Presents, 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 Inc., does hereby sell, convey, transfer, set over and assign unto the said Mid-State Homes Inc., its heirs, successors and assigns forever, that certain mortgage dated the 15th day of July, 1961, made by Hilliard E. Gaines single man, as mortgagor, to the said Jim Walter Corporation, as mortgagee, covering the following described real property situated in the County of Baldwin, State of Alabama, to-wit:

Commencing at the half Section post of the line dividing Section 28 & 33, run thence West 7.07 chains to point of beginning; thence North 210 feet; thence East 210 feet South 210 ft., & West 210 ft., to P. O. B. being situated in Subdivision "D" of Fractional Section 28 in Township 2, South Range 2 East, Baldwin County, Alabama.

and which said mortgage is recorded in Mortgage Book 369, page 188, of the Probate Court records of Baldwin County, Alabama, and is hereby expressly referred to and made a part hereof, together with the indebtedness thereby secured and all of its right, title and interest in and to the property therein described.

TO HAVE AND TO HOLD unto the said Mid-State Homes Inc., its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the undersigned Jim Walter Corporation has caused these presents to be executed by causing its corporate name to be signed and its corporate seal affixed hereto by J. W. Walter as its President, and by causing A. F. Saraw, as Secretary of the corporation, to attest the same, both said officers being hereunto duly authorized, all as of this the 24th day of July, 1961.

Attest: [Signature] Secretary
JIM WALTER CORPORATION (CORPORATE SEAL)
By: [Signature] President

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

I, Florence Hydes, a Notary Public in and for said County in said State, do hereby certify that J. W. Walter and A. F. Saraw

are signed to the foregoing instrument and who are known to me, acknowledged before me on this day of the contents of the conveyance, they, as such officers and with full power and authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and notarial seal this 24th day of July, 1961.
STATE OF ALABAMA, BALDWIN COUNTY
I certify that this instrument was filed on
[Signature] Notary Public, State of Florida at Large
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Sept. 21, 1964
Bonded by American Surety Co. of N. Y.
(SEAL)

6-58 - 6M - Sulphur Springs Press
AUG 7 1961
and that no tax was collected. Recorded in nty
Book 369
Page 457
[Signature]
Judge of Probate

Received 4 day of April 1963
and on 12 day of April 1963
I served a copy of the within Writ of Possession
on Hilliard E. Gaines
Gaines

By service on _____
TAYLOR WILKINS, Sheriff
By W. A. Talbert
Talbert

Sheriff claims 20 miles at
Ten Cents per mile Total \$ 2.00
TAYLOR WILKINS, Sheriff
BY _____ DEPUTY SHERIFF

5397

Mid-State Homes

Hilliard E. Gaines

Witness my hand, this 8 day of April, 1963.

executed thereof according to law.

for and further commanded to make return of the writ and the

Belmont County, Alabama
Section 36 in Township 3, South Range 3 West;
and situated in subdivision 10, of Section 36-
South 310 West, & West 310 East, to 308 36-
West 310 West, & West 310 East; thence east 310 feet;
west 1.04 chains to point of beginning;
thence dividing Section 36 & 38, run thence
commencing at the point Section West of the

the 12th day of March, 1963, to-wit:

None of our Circuit Court, hold for the County of Belmont on
State Homes, Inc. recovered of Hilliard E. Gaines by the Judge-
the possession of the lands and tenements under the said
You are hereby commanded to deliver to Mid-State Homes,

TO THE SHERIFF OF SAID STATE - COMMISSIONER:

BELOMONT COUNTY
STATE OF ALABAMA
}

IN THE CIRCUIT COURT OF

DEPARTMENT
HILLIARD E. GAINES
AT

BELOMONT COUNTY, ALABAMA
IN THE CIRCUIT COURT OF

MID-STATE HOMES, INC.

Writ of Possession

FORECLOSURE DEED

STATE OF ALABAMA
Baldwin COUNTY

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: July 15, 1961, Hilliard E. Gaines a single man executed a certain mortgage on the property hereinafter described to Jim Walter Corporation, which said mortgage is recorded in Book 369, Page 188, in the Probate Office of Baldwin County, Alabama; and,

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 Mid-State Homes, Inc. on the 24th day of July, 1961; 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 Baldwin Times, a newspaper published in Baldwin County, Alabama, and of general circulation in Baldwin County, Alabama, in its issues of 9/13, 20, 27; 10/4/62 and,

WHEREAS, on October 18, 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, R.A. Norred 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 Three thousand one hundred and forty and no/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 \$ 3,140.00 on the indebtedness secured by said mortgage, the said Mid-State Homes, Inc. by and through R.A. Norred as Auctioneer conducting said sale and as attorney in fact for Mid-State Homes, Inc., and the said R.A. Norred, as Auctioneer conducting said sale and as attorney in fact for Mid-State Homes, Inc. and the said R.A. Norred 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:

Commencing at the half Section post of the line dividing Section 28 & 33, run thence West 7.07 chains to point of beginning; thence North 210 feet; thence East 210 feet, South 210 feet, & West 210 feet to P. O. B. being situated in subdivision 'D' of Fractional Section 28 in Township 2, South Range 2 East, Baldwin County, Alabama.

STATE OF ALABAMA,
BALDWIN COUNTY

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

OCT 18 1962 3:30P

Deed \$ 3.00 Mort. \$ _____ Recorded in Deed

Book 322

Page 576-7/ Judge of Probate

By _____

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.

BOOK 322 PAGE 570

BOOK 322 PAGE 571

IN WITNESS WHEREOF Mid-State Homes, Inc. has caused this instrument to be executed by and through RA Norred as Auctioneer conducting this said sale, and as attorney in fact, and RA Norred as Auctioneer conducting said sale has hereto set his hand and seal on this the 18th day of October, 1962.

BY [Signature], as Auctioneer and Attorney in Fact. [Signature], as Auctioneer conducting said sale.

STATE OF ALABAMA

Baldwin COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that RA Norred, 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 18th day of October, 1962.

Thomas G. Riden
Notary Public

Return to -
RA Norred
718 7th St Bldg
Bham 3, Ala



9-350
R-100