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SOUTHERN COTTON OIL COMPANY,)
by Joe Reding, as Agent,)
Complainant,)
-VS-)
C. M. CALVERT and RUBY CALVERT,)
Respondents)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

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

Comes your Complainant SOUTHERN COTTON OIL COMPANY, by Joe Reding, its Agent, and humbly praying files this its bill of complaint against the Respondent C. M. Calvert and Ruby Calvert and shows unto this Honorable Court as follows, to-wit:

COUNT ONE: That on or about February 11th, 1938 C. M. Calvert and Ruby Calvert executed a note and mortgage to Joe Reding payable at Joe Reding's office in Robertsdale, Alabama in the amount of Three Hundred Forty-One and 99/100 Dollars (\$341.99); that this note and mortgage were prepared on a chattel mortgage form which was supplied by the Southern Cotton Oil Company, that placed on this chattel mortgage as security was the real estate described as "Southeast Quarter (SE¹/₄) of the Southwest Quarter (SW¹/₄) of Section Four (4) Township Five (5) South of Range Four (4) East, Baldwin County, Alabama"; that this mortgage is duly recorded in the Probate Records of Baldwin County, Alabama, filed for record February 22, 1938 and recorded in Mortgage Book 75 Page 245-6 of the Probate Records of Baldwin County, Alabama, that certain credits were made on this note from time to time and later on March 10th, 1939 a renewal note was given using same form for the balance due at that time which was One Hundred Twenty-Seven and 96/100 Dollars (\$127.96) and on this mortgage was placed the following words "This note is secured by same property of note dated February 11th, 1938", that a copy of this note and mortgage is attached hereto and marked Exhibit "B", a copy of the original note and mortgage is attached hereto and marked Exhibit "A"; that at the time it was the intention of the parties to give a mortgage on the real estate as described therein in Exhibit "B", and that this note and mortgage was to have the property of the Southern Cotton Oil Company and when the renewal was made on March 10, 1939 it was made direct to the Southern Cotton Oil Company instead of Joe Reding as Agent thereof. In the terms of this mortgage it provided that in case of default and a sale was made at public

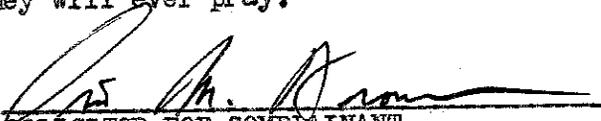
auction that notice thereof should be given for one day by posting a written notice at the court house door of Baldwin County but this clause was not mandatory as it provided that the property could be sold at public or private sale.

PRAYER FOR PROCESS

The Premises considered, Complainant prays that the said C. M. Calvert and Ruby Calvert be made parties to the bill of complaint, that they be brought into court by personal service or any method approved and adopted by this Honorable Court directing them to plead, answer, or demur to the allegations as set out against them in the said bill of complaint as filed in this cause, in all respects as required under law and the rules of this Honorable Court.

PRAYER FOR RELIEF

And your Complainant prays that upon the final hearing of this cause that this Honorable Court will determine the rights of the Complainant hereto and that this Honorable Court will so decree that this mortgage which is hereto attached as Exhibit "A" was intended to be a real estate mortgage on the property as listed thereon and that it being the intention of the parties that the same is reformed and so held to be a real estate mortgage and determine the amount due thereon as recited by the renewal thereof which is marked Exhibit "B" hereof and that this Honorable Court will decree this mortgage in default and foreclose the same and issue to your Complainant a decree so reciting that this mortgage has been reformed and foreclosed and the title to this property is now vested in Southern Cotton Oil Company subject to the rights of redemption as given by the statute to the Respondents and that the amount due under the mortgage will be determined at this time and that the cost of this court will be attached to the Respondents herein and that this Honorable Court will allow a reasonable attorney fee to the Solicitor of Record for the Complainant, and your Complainant prays for such other and further relief as in equity and good conscience they may be entitled to in the premises, for which they will ever pray.


SOLICITOR FOR COMPLAINANT

FOOTNOTE: The Respondents are required to answer each and every allegation contained in the foregoing Complaint paragraphs numbered One but not oath, oath being hereby expressly waived.

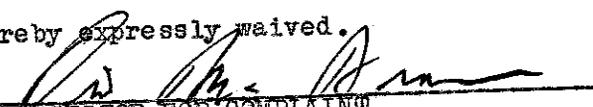

SOLICITOR FOR COMPLAINANT

EXHIBIT "A"

"NOTE AND MORTGAGE"

Feb. 11-1938

#341 99/100

On or before June 15, 1938, I, (or we), for value received, promise to pay to the order of THE Joe Reding Three hundred forty one-99/100 Dollars Payable at The Joe Reding's office of Robertsdale, Ala.

To secure the payment of this or any other debt we may owe the payee before this instrument is paid, I, (or we) hereby convey unto the said payee, its successors and assigns, the following personal property in Baldwin County, Ala., warranted to be the property of the maker and free from and clear of any lien or encumbrance; viz:

The Southeast Quarter of the Southwest Quarter,
(SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Four (4), Township Five
(5) South, Range Four (4) East,

My, or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 1938 and each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid.

Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or lien of other parties; or should maker become the subject of any bankruptcy or any receivership proceedings, or should payee deem itself insecure, then, in any of said events, all amounts due hereunder or secured hereby shall at once be due and payable and payee may take possession of and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private upon such terms, conditions, and at such place or places as payee deems fit; should sale be public notice thereof shall be given for one day posting written notice at the Court House door of Baldwin County; payee may bid and purchase property at any sale hereunder. The proceeds of any sale shall be applied first to the payment of all expenses and charges in connection with the enforcement hereof, preservation of said property or of title of payee, or for retaking, holding, repairing and selling same, including a reasonable attorney's fee; second, to full payment of all amounts due payee, including all expenses and charges in connection with this instrument and the balance to be paid to the maker.

The parties to this instrument, whether maker, indorser, surety, or guarantor, each for himself, hereby severally agrees to pay all the amounts due hereunder and secured hereby and as to such debts, or any renewal thereof, waives all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and each severally agrees to pay all costs of collecting or securing, or attempting to collect or secure such debts, including a reasonable attorney's fee, whether the same be collected or secured by suit, or otherwise, and each of them severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension.

C. M. Calvert (Seal)
Ruby Calvert (Seal)"

Witnesses:
Teo. J. Reding.

EXHIBIT "B"

"NOTE AND MORTGAGE"

\$127.96

Robertsdale, Ala. 5/10 1939

On or before June 15, 1939, I, (or we) for value received, promise to pay to the order of THE SOUTHERN COTTON OIL COMPANY One hundred twenty-seven & 96/100 Dollars Payable at THE SOUTHERN COTTON OIL COMPANY'S Office of Pensacola, Fla.

To secure the payment of this or any other debt we may owe the payee before this instrument is paid, I, (or we) hereby convey unto said payee, its successors and assigns, the following personal property in Baldwin County, Ala., warranted to be the property of the maker and free and clear from any lien or encumbrance, viz:

This Note is secured by same property of

Note dated Feb. 11-38

My, or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 1938 and each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid.

Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or lien of other parties; or should maker become the subject of any bankruptcy or any receivership proceedings, or should payee deem itself insecure, then, in any of said events, all amounts due hereunder or secured hereby shall at once be due and payable and payee may take possession of and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private upon such terms, conditions, and at such place or places as payee deems fit; should sale be public notice thereof shall be given for one day posting written notice at the Court House door of Baldwin County; payee may bid and purchase property at any sale hereunder. The proceeds of any sale shall be applied first to the payment of all expenses and charges in connection with the enforcement hereof, preservation of said property or of title of payee, or for retaking, holding, repairing and selling same, including a reasonable attorney's fee; second, to full payment of all amounts due payee, including all expenses and charges in connection with this instrument and the balance to be paid to the maker.

The parties to this instrument, whether maker, indorser, surety, or guarantor, each for himself, hereby severally agrees to pay all the amounts due hereunder and secured hereby and as to such debts, or any renewal thereof, waives all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and each severally agrees to pay all costs of collecting or securing, or attempting to collect or secure such debts, including a reasonable attorney's fee, whether the same be collected or secured by suit, or otherwise, and each of them severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension.

C. M. Calvert (Seal)"

WITNESSES:

Joe Reding.

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

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon C. M. CALVERT and RUBY CALVERT

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

SOUTHERN COTTON OIL COMPANY, by
JOE REDING, as Agent,

against said C. M. CALVERT and RUBY CALVERT

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, R. S. Duck, Register of said Circuit Court, this 25th day of October, 1930.

R.S. Duck, Register

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

Received in Sheriff's Office
this 25 day of ~~Oct~~ Oct, 1940
W. R. STUART, Sheriff

Executed this 26th
day of Oct 1940 by
Serving a copy of
within Summons
and Complaint on
C. M. Calvert and
Barby Calvert

W.R.S. Hunt
Shirley
By O.B. & J. W

Revised

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Bill of Complaint

Filed October 25, 1940
R.S. Dunch, Registrar