

EXHIBIT "D".

\$2,000.00

Bay Minette, Ala., Nov. 10th, 1931

On January 2nd, 1932 after date I promise to pay to the order of
Baldwin County Bank,

Two thousand & no/100 - -

DOLLARS

Payable at

Baldwin County Bank,

Alabama.

RENEWAL NOTE

The parties to this instrument do hereby waive the benefit of all laws exempting personal property from levy and sale, and further agree to pay ten per cent of the principal and interest as Attorney's fees in the event the same is not paid at maturity and is put in the hands of Attorneys for collection. And we, and all endorsers hereof, hereby declare and contract with the payee and holder hereof that there is no contract or understanding made or had by us or either of us with the payee or any other person which in any manner limits or affects our liability on this paper.

The payee of this note is authorized to apply, on or after maturity, to the payment of this note any funds in this Bank belonging to the maker, surety, endorsers, guarantor or any one of them. Protest and notice of protest is hereby expressly waived on this note by all endorsers.

This note is given not as payment, but as additional and collateral security to a certain note and mortgage dated _____ day of _____, and is in no wise to impair the validity of said mortgage, or to decrease the amount due upon the note secured thereby.

Value Received.

Howell Hall Agent

92071

Hundred Eighty-five Dollars (\$1885.00) endorsed by Agnes B. Lott, and two Notes bearing date of November 17th, 1925, in the principal sum of One Thousand Dollars (\$1,000.00) each endorsed by Frank Barchard, Walter D. Sheppard, Sam W. Westbrook and W. A. Jackson, all secured by Vendor's Lien of even date, all which the said Frank B. Nihart has assigned all his right, title and interest, together with the above described real estate to Fred Countryman. Said Notes are to be held at the Baldwin County Bank and when paid are to be applied on the Twelve Thousand Dollar (\$12,000.00) Note as above said.

It is further mutually agreed by and between the parties hereto that the interest on the said Twelve Thousand Dollar (\$12,000.00) Note is to be paid at the Baldwin County Bank by the parties herein when due in proportion as aforesaid as their interest may appear as aforesaid.

It is further mutually agreed that the taxes and all expenses accrued shall be paid by the parties hereto as aforesaid.

It is further mutually agreed by and between the parties hereto that all of the above described lands are to be sold at a price and terms to be agreed upon by all parties interested and the money collected from the sale of any of the lands shall be first applied on the above mentioned Twelve Thousand Dollar (\$12,000.00) Note, and any excess after Note is paid shall be divided among the parties as their interest may appear.

This Agreement shall be binding on the several parties hereto, their heirs, executors, administrators and assigns.

W. D. Stapleton

Witnesses:-

Howell Hall

K. W. Countryman

Fred Countryman.

Frank B. Nihart.

STATE OF ALABAMA,

BALDWIN COUNTY.

I, Frank B. Nihart, a Notary Public for said County in said State, hereby certify that W. D. Stapleton, Howell Hall and Fred Countryman, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of this instrument they executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of September, A.D., 1926.

Frank B. Nihart,
Notary Public, Baldwin County,
Alabama.

EXHIBIT "C".

CONTRACT OF OWNERSHIP.

THIS AGREEMENT, Made and entered into in triplicate this 17th day of September, 1926 at Bay Minette, Alabama, by and between W. D. STAPLETON, HOWELL HALL and FRED COUNTRYMAN for the purpose of designating the ownership of the following described land located in Baldwin County, Alabama, to-wit:-

Being the West one-half ($W\frac{1}{2}$) of Section No. One (1) and also the South one-half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of said Section No. One and also the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) of said Section No. One (1) and also the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of said Section No. One (1) and also the West one-fourth of the Northwest Quarter of the Northeast Quarter ($W\frac{1}{4}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$) of said Section No. One (1), all located in Township Nine (9) South Range Four (4) East in Baldwin County in the State of Alabama and containing in all four hundred ninety (490) acres of land, more or less;

Also, the South half of the Southwest Quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$) of Section Two (2) and the Northwest Quarter ($NW\frac{1}{4}$) and North half of Northeast Quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$) of Section Eleven (11) Township Nine (9) South of Range Four (4) East, containing three hundred twenty (320) acres, more or less;

Also, from the Northeast corner of Section Four (4) Township Nine (9) South Range Five (5) East, run East on the Township line twenty-five (25) chains and fifty-one (51) links for a point of beginning, thence East on the township line twenty-three chains and seventy-two links to a stake about two chains and forty-five links West of the intersection of the township line with Bay La Launch, thence South thirty-three chains and thirty-two links to a stake on the margin of Bay Ornocor, thence by meanders of said bay South eighty-five degrees West seven chains and sixty-six links, South eighty degrees West nine chains, South seventy-two degrees West seven chains and sixty-seven links to division line between Bill's land and Dryer's, thence North thirty-seven chains and ninety-two links to beginning, containing eighty-three and one-tenth acres, lying in Section Twelve, William Kee Grant, Township Nine South, Range Five East.

WHEREAS, on the 8th day of February, 1926, W.D. Stapleton, Howell Hall and Frank B. Nihart purchased the above mentioned real estate, together with other lands, and the said Nihart has this day sold his interest to Fred Countryman and the said Frank B. Nihart and Howell Hall have this day made Deeds to W. D. Stapleton, Trustee, for the above described land, the ownerships are as follows:- W. D. Stapleton has one-half interest; Howell Hall one-fourth interest; Fred Countryman one-fourth interest;

WHEREAS, at the time the above mentioned land was procured a loan was made at the Baldwin County Bank in the principal sum of Twelve Thousand Dollars (\$12,000.00) and used for the purpose of purchase money for this land and other lands, then other lands belonging to the said Stapleton, Hall and Nihart were sold, and Notes bearing date of December 19th, 1925, in the principal sum of Eighteen

In Witness Whereof, I have hereunto set my hand, this 17th day of September, A. D., 1926.

(Seal)

Frank B. Nihart, Notary Public,
Baldwin County, Alabama.

STATE OF ALABAMA, |
BALDWIN COUNTY. |

I, W.D.Stapleton, Judge of Probate for said county, hereby certify that the following privilege tax has been paid on the within instrument as required by Acts 1923 Viz: \$3 cts.00.

W.D.Stapleton, Judge of Probate,

By J.L.Kessler, Clerk

Filed for record Sept. 18th, 1926 at 8 A.M.

Recorded Sept. 25th, 1926.

W.D.Stapleton, Judge of Probate.

THE STATE OF ALABAMA, |
BALDWIN COUNTY. | SS

I, G.W.Humphries, Judge of the Probate Court and Custodian of the Records and Files of the same in and for Baldwin County, State of Alabama, do hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of record and the same appears of record in Deed Record 40 N.S., at page 586, now on file in the office of Judge of Probate of Baldwin County, Alabama.

Witness my hand and the seal of the said Court, this 27th day of February, A.D., 1932.

G. W. Humphries
Judge of Probate.

SEAL OF PROBATE COURT OF
BALDWIN COUNTY, ALABAMA.

cumbrance; that we have a good right to sell and convey the same to said W.D.Stapleton, Trustee, his heirs and assigns, and that we will warrant and defend the premises to the said W.D.Stapleton, Trustee, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 17th day of September in the year of our Lord One Thousand Nine Hundred and Twenty-six.

Signed, sealed and delivered
in presence of

Howell Hall (LS)

Cora B. Hall (LS)

THE STATE OF ALABAMA, |
BALDWIN COUNTY. |

I, Frank B. Nihart a notary public for said county, in said State, hereby certify that Howell Hall and Cora B. Hall, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of September, A.D., 1926.

(Seal)

Frank B. Nihart, Notary Public,
Baldwin County, Alabama.

THE STATE OF ALABAMA, |
BALDWIN COUNTY. |

I, Frank B. Nihart, a notary public in and for said county and State, do hereby certify that on the 17th day of September, 1926, came before me the within named Cora B. Hall, known to me to be the wife of the within named Howell Hall, who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

EXHIBIT "B"

THE STATE OF ALABAMA, |
BALDWIN COUNTY. |

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS, THAT Howell Hall and Cora B. Hall, his wife for and in consideration of the sum of One (\$1.00), dollars, to them in hand paid by W. D. Stapleton, Trustee, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do hereby grant, bargain, sell and convey unto the said W.D.Stapleton, Trustee, his heirs and assigns, the following described real estate, situated in the county of Baldwin and State of Alabama, to-wit:

The south half of the southwest quarter of section two, and the northwest quarter and north half of the northeast quarter of Section eleven, township nine South of Range Four East, containing 320 acres, more or less; Also from the North East corner of Section Four, Township Nine South, Range Five East, run East on the Township line Twenty-five chains and Fifty-one links for a point of beginning; thence East on the Township line Twenty-three chains and seventy-two links to a stake, about two chains and forty-five links West of the intersection of the Township line with Bay LaLaunch; thence south thirty-three chains and thirty-two links to a stake on the margin of Bay Ornocor; thence by meanders of said Bay South Eighty-five degrees West Seven chains and Sixty-six links; south eighty degrees West nine chains; south seventy-two degrees West Seven chains and sixty-seven links to division line between Bill's land and Dryer's land; thence north thirty-seven chains and ninety-two links to beginning, containing eighty-three and one-tenth acres; lying in section Twelve, William Kee Grant, Township Nine South of Range Five East.

To have and to hold, the aforegranted premises to the said W.D.Stapleton, Trustee his heirs and assigns forever.

And we do covenant with the said W.D.Stapleton, Trustee, his heirs and assigns, that we are lawfully seized in fee simple of the aforegranted premises; that they are free from all en-

STATE OF ALABAMA, |
BALDWIN COUNTY. |

I, W. D. Stapleton, Judge of Probate for said county, hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1923 viz: \$3 cts 00.

W.D.Stapleton, Judge of Probate

By J.L.Kessler, Clerk.

Filed for record Sept. 18th, 1926 at 8 A.M.

Recorded Sept. 25th, 1926.

W.D.Stapleton, Judge of Probate.

STATE OF ALABAMA, |
COUNTY OF BALDWIN. |

I, G.W.Humphries, Judge of Probate and Custodian of the Records and Files of the same in and for Baldwin County, State of Alabama, do hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Deed Record 40 N.S. at page 587 now on file in the office of Judge of Probate of Baldwin County, Alabama.

Witness my hand and the seal of said Court, this 27th day of February, A.D., 1932.

G. W. Humphries,
Judge of Probate.

SEAL OF PROBATE COURT
OF BALDWIN COUNTY, ALABAMA.

Signed, sealed and delivered |
in presence of | Frank B. Nihart (LS)
----- | Blanche Nihart (LS)

THE STATE OF ALABAMA, |
BALDWIN COUNTY. |

I, Gladys Bush a notary public for said county, in said State, hereby certify that Frank B. Nihart and Blanch_ Nihart, 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 this conveyance, they executed the same voluntarily, on the day the same bears date.

Given under my hand this the 17th day of September, A. D., 1926.

(Seal)

Gladys Bush, Notary Public,
Baldwin Co., Alabama.

THE STATE OF ALABAMA, |
BALDWIN COUNTY. |

I, Gladys Bush a notary public in and for said county and State, do hereby certify that on the 17th day of September, 1926, came before me the within named Blanch_ Nihart, known to me to be the wife of the within named Frank B. Nihart who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In witness whereof, I have hereunto set my hand, this 17th day of September, A.D., 1926.

(Seal)

Gladys Bush, Notary Public,
Baldwin Co., Ala.

EXHIBIT "A"

THE STATE OF ALABAMA, |
 |
BALDWIN COUNTY. | WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS, THAT Frank B. Nihart and Blanche Nihart, his wife, for and in consideration of the sum of One (\$1.00) Dollar, to them in hand paid by W. D. Stapleton, Trustee the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do hereby grant, bargain, sell and convey unto the said W. D. Stapleton, Trustee his heirs and assigns, the following described real estate, situate in the county of Baldwin and State of Alabama, to-wit:

Being the west one-half ($\frac{1}{2}$) of Section number One (1) and also the south one-half ($\frac{1}{2}$) of the south east quarter ($\frac{1}{4}$) of said section number One (1) and also the northwest quarter ($\frac{1}{4}$) of the south east quarter ($\frac{1}{4}$) of said section number One (1) and also the south west quarter ($\frac{1}{4}$) of the north east quarter ($\frac{1}{4}$) of said section number One (1) and also the west one-fourth ($\frac{1}{4}$) of the north west quarter ($\frac{1}{4}$) of the North east quarter ($\frac{1}{4}$) of said section number One (1), all located in Township nine (9) south, range four (4) east in Baldwin County, in the State of Alabama and containing in all Four Hundred and Ninety (490) acres of land, more or less.

To have and to hold, the aforegranted premises to the said W. D. Stapleton, Trustee, his heirs and assigns forever.

And we do covenant with the said W. D. Stapleton, Trustee, his heirs and assigns, that we are lawfully seized in fee simple of the aforegranted premises; that they are free from all encumbrance; that we have a good right to sell and convey the same to said W.D. Stapleton, Trustee, his heirs and assigns, and that we will warrant and defend the premises to the said W. D. Stapleton, Trustee, his heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, we have hereunto set our hands and seals this the 17th day of September in the year of our Lord One Thousand Nine Hundred and Twenty-six:

PRAYER FOR PROCESS:

Your orator prays that the said Howell Hall, W. D. Stapleton, Fred Countryman, Baldwin County Bank, a corporation, H. H. Montgomery, as State Superintendent of Banks, liquidating the affairs of the said Baldwin County Bank, and W. D. Stapleton as Trustee of the trust hereinabove alleged be made parties defendant to this bill of complaint, and that the usual process of this Honorable Court do forthwith issue to them, and each of them.

PRAYER FOR RELIEF:

Your orator further prays that upon the hearing of this cause it be decreed that a lien exists upon the above described lands for payment of all the costs, attorneys' fees, and expenses of this proceeding, and for the payment first, of the indebtedness evidenced by the aforesaid \$2,000.00 note held by your Orator as aforesaid, together with interest thereon from January 2nd, 1932, and a second or subordinate lien to secure the payment, with the interest thereon, since January 2nd, 1932, of the other three of the above described series of notes; that the amounts of said respective obligations be ascertained and decreed; that a decree of foreclosure be entered ordering and decreeing that in the event of a failure to pay the amount so ascertained within some such reasonable time as there may be limited, the said lands be sold for the satisfaction of said demands, in all respects according to law and the practice of this Honorable Court in foreclosure suits, and that all further proceedings be had and orders and decrees made as may be necessary or proper to establish the said lien and effect a full and complete foreclosure thereof.

Your orator further prays for such other, further and general relief as he may be equitably entitled to, the premises considered.

Stevens McCarty M. Good
Solicitors for Complainant.

FOOT NOTE:

Each of the defendants is required to answer each paragraph of the foregoing bill of complaint numbered from 1 to 5, both inclusive, but not under oath, the benefit whereof is hereby expressly waived.

Stevens McCarty M. Good
Solicitors for Complainant.

the purpose of securing the aforesaid indebtedness then evidenced by the said \$12,000.00 note, and the said Stapleton then took, and still holds the title to the said lands, in trust, for the purpose aforesaid, whereby there exists a lien upon the said lands to secure the payment of the unpaid portion of the said indebtedness now amounting to the principal sum of \$9,000.00 as aforesaid, as evidenced by the above described four notes, together with the interest thereon from January 2nd, 1932, and your orator, as the holder and owner of one of said notes, is entitled to have a foreclosure of the said lien for the use and benefit of himself and the holder or holders of the others of said series of notes, the proceeds of such foreclosure, after the payment of taxes, costs, charges and expenses of foreclosure to be applied to the payment of the said notes insofar as necessary, and with such priority or priorities as between the respective holders of said notes may be found to exist. Your orator further avers that inasmuch as the said Baldwin County Bank sold to your orator the aforesaid \$2,000.00 note, receiving full value therefor, and remains as the owner and holder of the other three of the said series of notes, it thereby vested in your orator a lien or equity to the extent of the note so acquired by him, superior to the lien or equity remaining in the said Baldwin County Bank to secure the payment of the three of said series which it so retained, and that your orator is entitled to have his aforesaid note and the indebtedness evidenced thereby, together with all of his expenses, costs and charges incurred in collecting the same, to be first paid from the proceeds of the foreclosure of the said lien, before any portion of said proceeds be allocated or paid to or on account of the three notes so retained by the said Baldwin County Bank.

5. Your orator further shows that the said notes contains a provision to the effect that if it be not paid at maturity and be placed in the hands of an attorney for collection, the maker will pay an attorney's fee of 10% for such collection. Your orator further shows that he is also entitled under the statutes of Alabama to an allowance as a part of the costs of this procedure for all of his reasonable attorney's fees herein incurred.

The premises considered, your Orator respectfully prays the Court as follows:

endorsed and delivered by the said Bank to your orator, who then and there paid therefor a consideration approximating in value the amount of the said note. Your orator still owns and holds the note so acquired by him, and the other three of said notes, that is the note for \$1,000.00, and the two notes for \$3,000.00 each were owned and held by the said Baldwin County Bank at the time that it closed its doors and ceased to do business, and are now held by the said H. H. Montgomery, as State Superintendent of Banks, liquidating the affairs of the said Baldwin County Bank. All of the said notes are now past due.

4. By virtue of the deeds, copies of which are Exhibits "A" and "B" hereto, the legal title to the lands there conveyed stands in W. D. Stapleton, the said lands being described as follows:

The West one-half ($W\frac{1}{2}$) of Section No. One (1) and also the South one-half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of said Section No. One and also the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) of said Section No. One (1) and also the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of said Section No. One (1) and also the West one-half of the Northwest Quarter of the Northeast Quarter ($W\frac{1}{2}$ of $N.W.\frac{1}{4}$ of $NE\frac{1}{4}$) of said Section No. One (1), all located in Township Nine (9) South Range Four (4) East in Baldwin County in the State of Alabama and containing in all four hundred ninety (490) acres of land, more or less;

Also, the South half of the Southwest Quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$) of Section Two (2) and the Northwest Quarter ($NW\frac{1}{4}$) and North half of Northeast Quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$) of Section Eleven (11) Township Nine (9) South of Range Four (4) East, containing three hundred twenty (320) acres, more or less;

Also, from the Northeast corner of Section Four (4) Township Nine (9) South Range Five (5) East, run East on the Township line twenty-five (25) chains and fifty-one (51) links for a point of beginning, thence East on the township line twenty-three chains and seventy-two links to a stake about two chains and forty-five links West of the intersection of the township line with Bay LaLaunch, thence South thirty-three chains and thirty-two links to a stake on the margin of Bay Ornocor, thence by meanders of said bay South eighty-five degrees West seven chains and sixty-six links, South eighty degrees West nine chains, South seventy-two degrees West seven chains and sixty-seven links to division line between Bill's land and Dryer's, thence North thirty-seven chains and ninety-two links to beginning, containing eighty-three and one-tenth acres, lying in Section Twelve, William Kee Grant, Township Nine South, Range Five East.

However, under the arrangement then made between the interested parties, the said lands were conveyed to the said W. D. Stapleton, in trust, for

"B" and made a part of this bill of complaint. Contemporaneously with the execution of the said deeds, under the same date, and as a part of the same transaction, the said W. D. Stapleton, Howell Hall and Fred Countryman executed an instrument designated as "Contract of Ownership", a true copy of which instrument is hereto attached, marked Exhibit "C", and made a part of this bill of complaint. \$12,000.00 of the money used to purchase the said land so conveyed to the said Stapleton was borrowed from the said Baldwin County Bank, and a note was executed by one or more of the interested parties to the said Bank to evidence the said loan, which note was intended to be secured by the other notes mentioned in said Exhibit "C" and by a lien upon the lands described in said Exhibit "C", such lien being effected by the aforesaid conveyances to the said W. D. Stapleton, who then was the President of said Bank, and who in the said Exhibit "C" acknowledges that the said deeds were to "to W. D. Stapleton, Trustee". Your orator does not know, and can not aver on personal knowledge, what changes were made in the notes evidencing the indebtedness originally evidenced by said \$12,000.00 note, but is informed and believes, and upon such information and belief alleges that the said original indebtedness was reduced from time to time by applying thereon the proceeds of the other notes mentioned in said Exhibit "C", and possibly by other payments; that there have been many renewals of the notes evidencing the unpaid portion of said indebtedness; that the said notes were made by one or more of the said W. D. Stapleton, Howell Hall and Fred Countryman; that by November 10th, 1931, the said indebtedness was reduced to \$9,000.00; that upon said date, and to renew and evidence the said indebtedness, there was executed to the order of the said Baldwin County Bank, and delivered to it, four promissory notes signed "Howell Hall, Agent," dated November 10th, 1931, and payable on January 2nd, 1932. One of said notes was for \$1,000.00, another for \$2,000.00, and the other two of said notes were for \$3,000.00 each.

3. On or about November 24th, 1931, your orator purchased from the said Baldwin County Bank the above mentioned and described \$2,000.00 note, a true copy whereof is hereto attached, marked Exhibit "D" and made a part hereof; and the said note was duly

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

Your orator, J. T. Bradley, brings this his bill of complaint against Howell Hall, W. D. Stapleton, Fred Countryman, Baldwin County Bank, a corporation organized under the laws of the State of Alabama, H. H. Montgomery, as State Superintendent of Banks for the State of Alabama, in his capacity as Liquidator of the affairs of the said Baldwin County Bank, and W. D. Stapleton, in his capacity as Trustee, as hereinafter appears, and thereupon your Orator complains and shows unto the Court as follows:

1. Your orator is over the age of twenty-one years, and resides in Baldwin County, Alabama; the defendants, Howell Hall, W. D. Stapleton and Fred Countryman, are each over the age of twenty-one years and reside in Baldwin County, Alabama; the Baldwin County Bank is a banking corporation organized under the laws of Alabama, and doing business in Bay Minette, Alabama, until a few weeks ago, when it closed its doors and turned over its affairs to the State Superintendent of Banks for liquidation and administration according to the laws of Alabama; the said H. H. Montgomery, who is made a party defendant in his capacity as State Superintendent of Banks, liquidating the affairs of the said Baldwin County Bank, is the State Superintendent of Banks for the State of Alabama, resides in Montgomery County, Alabama, and is over the age of twenty-one years.

2. Under date of September 17th, 1926, Frank B. Nihart and Blanch Nihart, his wife, executed to W. D. Stapleton a deed, a true copy of which is hereto attached, marked Exhibit "A" and made a part of this bill of complaint. That at the same time, and on the same date, Howell Hall and his wife, Cora B. Hall, executed to the said W. D. Stapleton a deed, a true copy of which is hereto attached, marked Exhibit