

RELEASE OF GARNISHMENT

CIRCUIT Court of BALDWIN County, Alabama

RE: JOE T. PILCHER, JR.

vs.

Plaintiff.

FRANCES G. MALLORY

Defendant.

To: SOUTH BALDWIN BANK,

GARNISHEE

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 10th day of January, 1967

Alice J. Duck CLERK.

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

Baldwin COUNTY

Baldwin COUNTY

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared Joe T. Kilcher, Jr. who being by me

duly sworn deposes and says that the property sued for in the complaint of Joe T.

Kilcher, Jr. v.s. Frances G. Mallory filed in said Court, to-wit:

Promissory Note, Mortgage Deed, surveys, topographic engineering maps and plans and drawings, all as more particularly described in said Complaint

belongs to Joe T. Kilcher, Jr., the plaintiff.

Sworn to and subscribed before me this 11th

day of November, 1966

Louise G. Dusenbury
Notary Public

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

Baldwin COUNTY

Baldwin COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Joe T.

Kilcher, Jr., Principal, and

William G. Sanders, Sureties, are held and

firmly bound unto Frances G. Mallory, his heirs, executors and admin-

istrators in the sum of One Hundred Dollars,

for the payment of which we jointly and severally bind ourselves, our heirs, executors and adminis-

trators. Sealed with our seals and dated the 11th day of November, 1966

The condition of the above obligation is such that whereas, the above bound Joe T.

Kilcher, Jr. has on the 11th day of,

November, 1966 sued out a writ of detinue in the Circuit Court of Baldwin

County, returnable to the said Circuit Court against the said Frances

G. Mallory for the recovery of the following

described property, to-wit:

Promissory Note, Mortgage Deed, surveys, topographic engineering maps and plans and drawings, all as more particularly described in said Complaint.

Now, if the said Joe T. Kilcher, Jr. shall fail in said suit

and shall pay to the said Frances G. Mallory, the defendant in

said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to

be void otherwise, to remain in full force and effect. Done on this 11th day of

November, 1966 (SEAL)

Joe T. Kilcher, Jr. (SEAL)

William G. Sanders (SEAL)

Allice J. Luck
Clerk Circuit Court

ALICE J. LUCK, REGISTER

No. 7254

THE STATE OF ALABAMA

Baldwin COUNTY

CIRCUIT COURT

Joe T. Baldwin, Jr.
Plaintiff

vs.

Frances M. Derry
Defendant

Detinue — Affidavit and Bond

Filed this 11th day of Nov., 1966

NOV 11 1966

ALICE L. DUCK, CLERK
REGISTER

Clerk

JOE T. PILCHER, JR.,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
vs.	X	AT LAW
FRANCES G. MALLORY,	X	CASE NO. 7254
Defendant,	X	

KNOW ALL MEN BY THESE PRESENTS, That we, Frances G. Mallory, Ina T. Green and Elizabeth S. Stacey are held and firmly bound unto Joe T. Pilcher, Jr., in the sum of FIVE THOUSAND DOLLARS (\$5,000.00), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

Sealed with our seals this 14th day of November, 1966.

The consideration of this obligation is such that, whereas, the said Joe T. Pilcher, Jr. brought his suit in the Circuit Court of Baldwin County, Alabama, at Law, against the above bound Frances G. Mallory, and in aid of said suit did have issued a garnishment against the South Baldwin Bank, a Banking Corporation, and the said Frances G. Mallory admitting that she has on deposit in the said Bank, sums in excess of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), and now upon the making and filing of this bond in said cause, the said garnishment and garnishee, South Baldwin Bank, is discharged from the garnishment, and is relieved from all liability therefor to the Plaintiff.

NOW, if the above bound, Frances G. Mallory, should be unsuccessful in the said suit, and she therefor pay unto the Court the said sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) to abide the judgment of the Court, and does pay the cost of said suit, then this obligation to be NULL and VOID, otherwise,

to be in full force and effect.

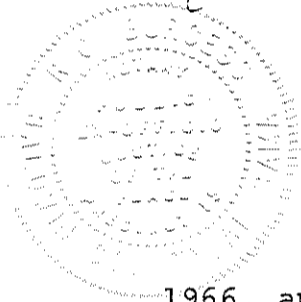
Frances G. Mallory (SEAL)
Isa I. Green (SEAL)
Elizabeth S. Stacey (SEAL)

STATE OF ALABAMA

BALDWIN COUNTY

I, R. O. Burgess, a Notary Public,
in and for said County, in said State, hereby certify that Frances
G. Mallory, Isa I. Green and Elizabeth S. Stacey,
whose names are signed to the foregoing instrument, and who are
known to me, acknowledged before me on this day that, being inform-
ed of the contents of the instrument, they executed the same
voluntarily on the day the same bears date.

Given under my hand and seal on this the 14th day of
November, 1966.



R. O. Burgess
Notary Public,

This bond is approved this 14 day of November,
1966, and the garnishment is hereby dismissed.

Alice J. Duck
Alice J. Duck, Clerk of the Circuit
Court of Baldwin County, Alabama.

STATE OF ALABAMA

Baldwin County

TO FRANCES G. MALLORY, Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

JOE T. PILCHER, JR., Plaintiff.....versus FRANCES G. MALLORY, Defendant.....,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

South Baldwin Bank, a banking corporation,

has.... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the

11th day of November, 1966

Alice J. Furr
Clerk of the Circuit Court.

539

Executed Nov 12, 1966

Received 11 day of Nov. 1866
and on 12 day of Nov. 1866

I served a copy of the within Notice
on Frances G. Mallory

By service on Frances G. Mallory

TAYLOR WILKINS, Sheriff

Jm Eastburn
Gulf Shores, Ala

Sheriff claims 100

Ten Cents per mile Total \$ 10⁰⁰

TAYLOR WILKINS, Sheriff
BY Jm Eastburn
DEPUTY SHERIFF

CASE NO. 7254

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

FRANCES G. MALLORY

JOE T. PILCHER, JR.

Plaintiff....

VS.

FRANCES G. MALLORY

Defendant....

Joe T. Pilcher, Jr., Attorney

28 North Broad St.

Selma, Alabama

BOND

The State of Alabama, }

Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Joe T. Pilcher, Jr. and undersigned suretiesare held and firmly bound unto Frances G. Malloryin the sum of Five Thousand and no/100 DOLLARS,to be paid to the said Frances G. Mallory, his

heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly by these Presents.

Sealed with our seals, and dated this 11th day of November, 1966

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound

Joe T. Pilcher, Jr.

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Frances G. Mallory

the sum of Two Thousand Five Hundred and no/100 Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

South Baldwin Bank, a banking corporation

summoning it to answer what it is indebted to said Defendant, or what effects of said Defendant it has in its possession, or under its control; and said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all such costs and damages as she may sustain, by reason of the wrongful or vexatious suing out of this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may hereafter have, under the Constitution and laws of Alabama, and we hereby severally certify that we have property free from all incumbrance, to the full amount of the above bond.

FILED

11 1966

ALICE I. HUCK, CLERK

Approved this

day of

A. D., 1966Joe T. Pilcher, Jr. (Seal)William L. Sanders (Seal)Associated Builders, Inc. (Seal)by: Joe T. Pilcher, Jr., PresidentNovemberAlice I. Huck Clerk.

The State of Alabama }
Baldwin County

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared _____ Joe T. Pilcher, Jr. _____

who, being duly sworn, doth depose _____ and say _____ that _____ Frances G. Mallory is _____

indebted to _____ him _____ in the sum of _____ Two Thousand Five Hundred and no/100 - Dollars,
and that _____ he _____ has _____ commenced on suit by summons and complaint on said indebtedness
against the said _____ ~~South Baldwin Bank~~ _____ Frances G. Mallory _____

and that _____ South Baldwin Bank is _____

supposed to be indebted to the said Defendant _____, or to have effects of the said Defendant _____, in _____ its _____
possession, or under _____ its _____ control, and that _____ he _____ believe that process of Garnishment against the said
_____ Frances G. Mallory _____

is necessary to obtain satisfaction of said claim; and that the said _____ South Baldwin Bank _____
is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose
of vexing or harassing said Defendant _____, or other improper motives.

Sworn to and subscribed before me this _____ 11th _____ day of _____ November _____ 19 66 _____

_____ Clerk Circuit Court.

116

No. 7254

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

Plaintiff _____

TO

Defendant _____

Bond and Affidavit in Garnishment
on Summons

Filed this _____ day of _____

19 _____

Clerk.

Printed by Moore Ptg. Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Joe T. Pilcher, Jr.

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against Frances H. Mallory

for the sum of Two Thousand Five Hundred Dollars and whereas, the said

Joe T. Pilcher, Jr.
has entered into bond, and made affidavit by law that the said Frances H.

Mallory
is indebted to him in the sum of Two Thousand Five Hundred

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such

judgment as may be recovered by Plaintiff, and that South Baldwin

Bank, a banking corporation
is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said South

Baldwin Bank, a banking corporation
to be and appear at the Regular term of the Circuit Court, to

be holden for the County of Baldwin, within 30 days from service, Res. of 1966
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making your answer, or at any time intervening between the time of serving the garnishment and making the answer, you were indebted to the defendant, and whether, you will not be indebted to him in the future by a contract then existing, and whether by a contract then existing, you are liable to him for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether you have not in your possession or under your control money or effects belonging to the defendant.

Witness my hand this 11th day of November, 1966

Alvie J. Luck
Clerk.

Executed
Nov 12, 1966
Taylor Wilkinson
J. M. Eastman D.S.

No. 7254

Circuit Court of Baldwin County

Joe T. Pilcher, Jr.,
Plaintiff

VS.

Garnishment On Summons

Frances G. Mallery
Defendant
South Baldwin Bank,
Gornichee

Issued 11th day of November, 1966

Serve on:
South Baldwin Bank
Foley, Ala.

Joe T. Pilcher, Jr.
Plaintiff's Attorney

Received 11 day of Nov. 1966
and on 12 day of Nov. 1966
I served a copy of the writ on Sam.
South Baldwin Bank

By service on South Baldwin Bank

TAYLOR WILKINS, Sheriff

By *Jm Eastburn*
Foley, Ala.

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
by *Jm Eastburn*
DEPUTY SHERIFF

THE STATE OF ALABAMA, §
THE COUNTY OF ~~DALLAS~~ §

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby Commanded to Summon FRANCES G. MALLORY
to appear before the Circuit Court of ~~Dallas~~ County, in and for said County,
at the place of holding the same, within thirty days from the service of this
Summons and Complaint, then and there to demur, plead or answer to the
complaint of JOE T. PILCHER, JR.
And you are hereby commanded to execute this process instanter and make
return as required by law.

WITNESS my hand this 11th day of November, 1966.

Alice J. Funk
CLERK

COMPLAINT

THE STATE OF ALABAMA, §
THE COUNTY OF ~~DALLAS~~ §

JOE T. PILCHER, JR.

Plaintiff,

-VS-

FRANCES G. MALLORY

Defendant.

§
§ IN THE CIRCUIT COURT
§
§ OF
§ ~~DALLAS~~ COUNTY, ALABAMA
§
§ CASE NO. 2254
§

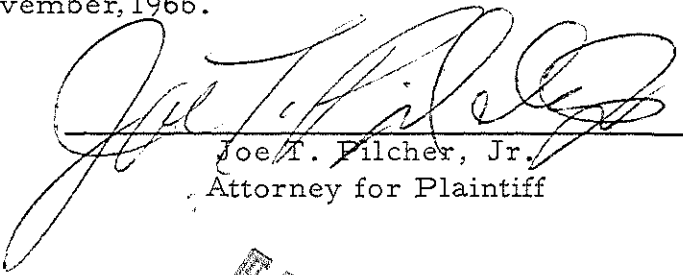
COUNT ONE

The Plaintiff claims of the Defendant Two Thousand Five Hundred
Dollars (\$2,500.00), for money on to-wit, the 6th day of July,
1966, received by the Defendant to the use of the Plaintiff, which sum of
money, with the interest thereon, is still unpaid.

COUNT TWO

The Plaintiff claims of the Defendant the following personal property
to-wit: One (1) Promissory Waive Note in the principal sum of Fourteen
Thousand Dollars (\$14,000.00), dated June 25, 1966, payable to the order of

Seabright Corporation, a copy of which said note is attached hereto as Exhibit A and incorporated herein, by reference, as if more fully set forth; Real Estate Mortgage Deed from Joe T. Pilcher, Jr. and Anne G. Pilcher, his wife, to Seabright Corporation, for Fourteen Thousand Dollars (\$14,000.00), dated June 25, 1966, a copy of which said mortgage deed is attached hereto as Exhibit B and incorporated herein, by reference, as if more fully set forth; original and all copies of surveys covering Lots 5, 7, and 9, Block E, of Baldwin Beach Property Subdivision; also original and all copies of Survey of Lots 8, 9, and 10, Block B, and Lots 1, 3, 7, and 9 of Block C, of Baldwin Beach Property Subdivision; original and all copies of survey and topographic engineering map covering property of Joe T. Pilcher, Jr., near Alabama Point, purchased from T. C. Tampary; all plans and drawings of proposed residences and beach houses for Joe T. Pilcher, Jr., together with the value of the hire or the use thereof during the detention, to-wit, from the 1st day of November, 1966.


Joe T. Pilcher, Jr.
Attorney for Plaintiff

FILED
NOV 11 1966
ALICE A. BUCK, CLERK
REGISTER

\$14,000.00

Foley, Alabama June 25 1966

We, JOE T. PILCHER, JR. and ANNE G. PILCHER, his wife, for value received, promise to pay to the order of SEABRIGHT CORPORATION, an Alabama Corporation, the principal sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00), together with interest thereon at the rate of six per cent (6%) per annum on the unpaid principal balance due, payable in equal quarterly installments as follows, viz:- FOUR HUNDRED SIXTY-SEVEN and 98/100 DOLLARS (\$467.98), including principal and interest, on or before the 25th day of September, 1966; FOUR HUNDRED SIXTY-SEVEN and 98/100 DOLLARS (\$467.98), including principal and interest, on or before the 25th day of December, 1966; FOUR HUNDRED SIXTY-SEVEN and 98/100 DOLLARS (\$467.98), including principal and interest, on or before the 25th day of March, 1967; ~~FOUR HUNDRED SIXTY-SEVEN and 98/100 DOLLARS (\$467.98), including principal and interest, on or before the 25th day of June, 1967;~~ ^{and} FOUR HUNDRED SIXTY-SEVEN and 98/100 DOLLARS (\$467.98), including principal and interest, on or before the 25th day of each successive, September, December, March AND June, thereafter until the full principal sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00) and all interest thereon has been paid. Said payments to be made at the office of W. G. Sanders, Realtor, Foley, Alabama.

The Mortgagors shall have the right of pre-payment of said indebtedness, in full or in part, at any time, without penalty, with interest to cease on all principal sums pre-paid. Default in the payment of any installment on the due date thereof shall make all installments due.

This note is secured by a real estate mortgage of even date herewith from the said JOE T. PILCHER, JR. and ANNE G. PILCHER, his wife, to SEABRIGHT CORPORATION, an Alabama Corporation, which said mortgage conveys the following described real estate situated in Baldwin County, Alabama, to-wit:-

Lots Five (5), Seven (7) and Nine (9), Block "E" of Baldwin Beach Properties Subdivision, a map or plat of which subdivision is recorded in Map Book 4, Page 238, in the Office of the Judge of Probate of Baldwin County, Alabama.

Joe T. Pilcher Jr.

- 1 -

[Signature]

Exhibit A

The parties to this instrument, whether makers, endorsers, surety or guarantors, hereby severally waive as to this debt or any renewal thereof, all rights to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise.

WITNESS our hands and seals on this the 25th day of June, 1966.

Joe T. P. [Signature] (SEAL)
Ann H. [Signature] (SEAL)

WITNESS:

Guarantor [Signature]

(Second and last page)

(Page 1 is signed by Joe T. P. [Signature])
[Signature]

STATE OF ALABAMA

BALDWIN COUNTY

MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS:- That WHEREAS, JOE T. PILCHER, JR. and ANNE G. PILCHER, his wife, are justly indebted to SEABRIGHT CORPORATION, an Alabama Corporation, in the principal sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00), as evidenced by their Promissory Note of even date herewith, in the said sum, with interest at the rate of six per cent (6%) per annum on the unpaid principal balance due, payable in equal quarterly installments as follows, viz:- FOUR HUNDRED SIXTY-SEVEN and 98/100 DOLLARS (\$467.98), including principal and interest, on or before the 25th day of September, 1966; FOUR HUNDRED SIXTY-SEVEN and 98/100 DOLLARS (\$467.98), including principal and interest, on or before the 25th day of December, 1966; FOUR HUNDRED SIXTY-SEVEN and 98/100 DOLLARS (\$467.98), including principal and interest, on or before the 25th day of March, 1967; FOUR HUNDRED SIXTY-SEVEN and 98/100 DOLLARS (\$467.98), including principal and interest, on or before the 25 day of June, 1967; and the sum of FOUR HUNDRED SIXTY-SEVEN and 98/100 DOLLARS (\$467.98), including principal and interest, on or before the 25th day of each successive September, December, March and June, thereafter until the full principal sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00), and all interest thereon has been paid. Said payments to be made at the office of W. G. Sanders, Realtor, Foley, Alabama. The MORTGAGORS shall have the right of pre-payment of said indebtedness, in full or in part, at any time, without penalty, with interest to cease on all principal sums pre-paid. The MORTGAGORS shall be entitled to a release of one (1) 100 foot lot for each Four Thousand Seven Hundred Dollars (\$4,700.00) of principal paid, the lot to be selected by the MORTGAGORS, and written notification requesting the release to be sent to the MORTGAGEES at Foley, Alabama.

NOW, THEREFORE, in order to secure the prompt payment of said note, both as to principal and interest, and all other amounts that may become due thereunder, or by the terms of this instrument, the said JOE T. PILCHER, JR. and ANNE G. PILCHER, his wife, hereinafter referred to as "Mortgagors", have and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto SEABRIGHT CORPORATION, an Alabama Corporation, hereinafter referred to as "Mortgagee", the following described real estate situated in Baldwin County, Alabama, to-wit:-

Lots Five (5), Seven (7) and Nine (9), in Block "E" of Baldwin Beach Properties Subdivision, a map or plat of which subdivision is recorded in Map Book 4, Page 230, in the Office of the Judge of Probate of Baldwin County, Alabama.

This is a purchase money mortgage and is subject to the restrictions, covenants and agreements as set out in the conveyance from the Mortgagees to the Mortgagors.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments, and appurtenances unto the same belonging or in any wise appertaining, and all Riparian and Littoral rights.

TO HAVE AND TO HOLD unto the said SEABRIGHT CORPORATION, an Alabama Corporation, its successors and assigns, FOREVER.

- 1 -

Joe T. Pilcher

XERO COPY

XERO COPY

XERO COPY

XERO COPY

Exhibit B

Mortgagors, for themselves and their heirs, executors and administrators, covenant and warrant with and unto the said Mortgagee, its successors and assigns, that they have an indefeasible estate in fee simple in and to all of said property; that the said property is free and clear of all liens and encumbrances; that they have a good and perfect right to convey the same as herein conveyed; that they will guarantee the peaceable possession thereof and that they will and their heirs, executors and administrators shall forever warrant and defend the same unto the said Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

And the said Mortgagors do, for themselves and their heirs, executors and administrators, further covenant with the Mortgagee, its successors and assigns, that so long as said note or any installment thereof, or any other amounts due or which may become due hereunder, or which are secured hereby, remain unpaid, in whole or in part, as follows:-

To pay all such indebtedness promptly as the same becomes due; to regularly assess and pay all taxes and other legal charges that may be levied on, or which may accrue on said property, the improvements thereon, this mortgage or the debt secured thereby, when due and payable according to law, and to keep all of said property in good order and repair, and not to commit, or permit waste thereof, nor to do or permit to be done, any act whereby said property shall become less valuable.

Should the Mortgagors fail to so assess and pay all such taxes, assessments and other charges as hereinabove covenanted to be paid as they have agreed to do, then Mortgagee, its successors or assigns, may, at its option, do so and all amounts which are so paid, together with all expenses incident to or paid in connection therewith, shall be added to and become a part of the debt secured hereby, and shall be due and payable, together with interest at the rate of six per cent (6%) per annum, from the date of payment, on the due date and as a part of the next installment due on the note hereby secured; no payment by the Mortgagee, its successors or assigns, under this provision, however, shall be construed as a waiver of any right it may have arising from such breach until and after full repayment thereof has been made by the Mortgagors to and accepted by the Mortgagee.

BUT THIS CONVEYANCE AND THE COVENANTS HEREIN CONTAINED ARE UPON THE EXPRESS CONDITION:- Upon the full and complete payment of all amounts due and which may become due hereunder and secured hereby, together with interest thereon, then this conveyance shall be null and void, but if default be made in the payment of said note or any installment thereof, or any other amount which may become due hereunder or secured hereby, together with all interest thereon, whether in whole or in part, promptly as the same becomes due according to the tenor of said note, and the terms hereof, or should there be a failure to fully keep, perform and carry out any of the covenants or agreements herein contained, or should said property or any part thereof be attached or subjected, voluntarily or involuntarily, to claims or liens of other parties or become the subject of any legal proceeding, then in any of said events, all amounts due hereunder and secured hereby, shall automatically and without notice become due and payable at once, and this instrument subject to foreclosure, as in the case of past due mortgages, and the said Mortgagee, its successors or assigns, agents or attorneys are hereby authorized and empowered to sell said property at auction, to the highest bidder, for cash, at the front door of the Courthouse of Baldwin County, Alabama, after first giving notice of the time, place, terms and purpose of said sale by publication once a week for three (3) consecutive weeks in some newspaper then published in Baldwin County, Alabama; at all such sales made hereunder, Mortgagee, its

successors and assigns, may bid for and purchase said property as if a stranger to this instrument; all conveyances for property so sold, whether purchased by Mortgagee, its successors or assigns, or by other parties, shall be executed by the said Mortgagee, its successors, assigns, agents or attorneys, for, in the name of, and as the Attorney-in-Fact for the Mortgagors, and the title so made, the Mortgagors, their heirs, executors and administrators, will warrant and defend the same as the title is hereinabove warranted.

From the proceeds of the sale hereunder, there shall first be paid all costs and expenses incident thereto, including all reasonable attorney's fees, next there shall be paid all amounts due hereunder, and the balance, if any, shall be paid over to the Mortgagors. In event of any suit or proceedings, in law or equity, are instituted by or against said Mortgagors or Mortgagee, in connection with this instrument, the debt hereby secured or the properties covered hereby, then all expenses incurred or paid by the Mortgagee, its successors or assigns, in connection therewith, including all reasonable attorney's fees, shall be added to and become a part of the debt secured hereby and, with interest at the rate of six per cent (6%) per annum, due and payable on the due date and as a part of the next installment due on said note, and in the event said installments are all past due, then at foreclosure.

IN WITNESS WHEREOF, the said JOE T. PILCHER, JR. and ANNE G. PILCHER, his wife, have hereunto set their hands and affixed their seals as "Mortgagors", on this the 25th day of June, 1966.

Joe T. Pilcher, Jr. (SEAL)
Anne G. Pilcher (SEAL)

STATE OF ALABAMA

COUNTY OF Dallas

I, Quanita D. Gibbs, a Notary Public in and for said County in said State; hereby certify that JOE T. PILCHER, JR. and ANNE G. PILCHER, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me on this the 25th day of June, 1966.

(Affix Seal)

Quanita D. Gibbs
Notary Public, County of Dallas
State of Alabama

(Third and last page)

(All pages identified by the signature of Joe T. Pilcher, Jr.)

11 Nov 1966
12 Nov 1966
Retained
James G. Mallory
Frances G. Mallory

Jm Eastburn
Gulf Shores, Ala ✓

Sheriff's Office 100 miles by
County 10⁰⁰
TAYLOR
Jm Eastburn
Deputy Sheriff

Continued
In The Circuit Court
of Baldwin County,
Alabama
Case No. 2254

JOE T. PILCHER, JR.

Plaintiff

-VS-

FRANCES G. MALLORY

Defendant

SUMMONS AND COMPLAINT

In Delinque

FILED
NOV 11 1966
ALICE L. HUCK, CLERK
REGISTER

JOE T. PILCHER, JR.
ATTORNEY AT LAW
28 BROAD STREET
SELMA, ALABAMA

TO THE SHERIFF OF BALDWIN COUNTY:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant, Frances G. Mallory cast in the suit, he shall within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

Alice L. Huck
Ex-Officio Clerk

*Serve on Defendant:
Frances G. Mallory
Gulf Shores, Alabama
no property was found*

11 Nov 1966
12 700. 66
Retinue
Francis G. Mallory
Frances G. Mallory

Jm Eastburn
Gulf Shores, Ala. ✓

Sheriff's claim 100 miles of
containing 100
TAYLOR
Jm. Eastburn
DRUG STORE

Detinue
In The Circuit Court
of Baldwin County,
Alabama
Case No. 7254

JOE T. PILCHER, JR.

Plaintiff

-VS-

FRANCES G. MALLORY

Defendant

SUMMONS AND COMPLAINT

In Detinue

FILED
NOV 11 1966
ALICE J. NUCK, CLERK
REGISTER

JOE T. PILCHER, JR.
ATTORNEY AT LAW
28 BROAD STREET
SELMA, ALABAMA

TO THE SHERIFF OF BALDWIN COUNTY:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant, Frances G. Mallory cast in the suit, he shall within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

Alice J. Nuck
Ex-Officio Clerk

Serve on Defendant:
Frances G. Mallory
Gulf Shores, Alabama
no property was found.