

3613

NOEL M. TURNER,
Complainant

-vs-

FRANCES COLLINS BARNARD, and
GEORGE BARNARD, JR.

Respondents

IN THE CIRCUIT COURT IN
BALDWIN COUNTY, ALABAMA
IN EQUITY

TO THE HONORABLE H. M. HALL, JUDGE OF SAID COURT

Comes your Complainant, Noel M. Turner, and respectfully shows unto the Court the following:

1. That your Complainant is a bona fide resident citizen of the State of Alabama, and is over the age of twenty-one years; that the Respondents, Frances Collins Barnard and George Barnard, Jr., are both over the age of twenty-one years and are residents of the State of Alabama, presently residing near Magnolia Springs in Baldwin County.

2. That on, to-wit, October 6, 1953, the Respondents, Frances Collins Barnard, and George Barnard, Jr., her husband, executed and delivered to the Complainant, a mortgage to secure the payment of the sum of Four Thousand Dollars (\$4,000.00) with interest from the date of said mortgage at the rate of six percent (6%) per annum, a copy of which said mortgage is attached hereto, marked "Exhibit A", and specifically made a part hereof, and which said mortgage was recorded in the Office of the Judge of Probate of Baldwin County on the 7th day of October, 1953, and is of record in Mortgage Book 228, pages 352-354.

3. Complainant further avers that under and by virtue of said mortgage, Respondents did grant, bargain, sell and convey unto the Complainant all that certain real property described therein, together with all rights, privileges, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining.

4. Complainant further avers and shows unto the Court that said mortgage provides for the payment of One Thousand Dollars (\$1,000.00) on the principal on the 30th day of November, 1954, and the further payment of One Thousand Dollars (\$1,000.00) on the principal on the 30th day of November, 1955, the 30th day of November, 1956, and the 30th day of November, 1957 together with

interest, which is computed in said mortgage, which said amounts were payable at the office of Higgins Mortuary, 956 Government St. Mobile, Alabama. Complainant further shows that said mortgage provides that upon the happening of a default in the payment of any of said amounts, or upon any default in the performance of any of the covenants and agreements, that said property might be sold.

5. Complainant further shows unto the Court that although the real estate described in said mortgage is located in Baldwin County, that through mutual mistake and error, said mortgage provides that in the event of default, Mortgagee had authority to sell said property at public outcry at the Government Street door of the Court House of Mobile County, Alabama for cash to the highest bidder, after first giving thirty days' notice of the time, place and terms of 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 the City of Mobile, Alabama; Complainant shows that a sale of property located in Baldwin County, Alabama at a mortgage foreclosure under the terms of the provisions of said mortgage would be contrary to law, it being required that the property be sold and notice be given in the County where said property is located.

6. Complainant further shows unto the Court that a default has been made in the payment of said indebtedness, both as to principal and interest, and that under and by virtue of the authority granted by said instrument, the entire amount has been declared due, and said instrument is subject to foreclosure.

7. Complainant further shows unto the Court that said mortgage provides that, if the Mortgagee, who is the Complainant herein, shall upon the happening of any default hereunder, resort to litigation for the recovery of the sums secured by said mortgage, or employ an attorney to collect said sums, or to foreclose the mortgage under the power of sale provided in said mortgage, or by bill in equity, that the Mortgagors, who are the Respondents herein will pay all 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 may be included in any judgment or decree

rendered in connection with any such litigation, BOOK 020 PAGE 95

WHEREFORE THE PREMISES CONSIDERED, your Complainant prays that Frances Collins Barnard and George Barnard, Jr. be made parties respondent to this Bill, and that process of this Court be served upon them, requiring them to plead, answer, or demurr hereto within the time required by law and the rules of this Court, or that a decree pro con fesso may be rendered against them. Complainant further prays that an account be taken by this Court or under its direction to determine the indebtedness due to the Complainant, and including all costs, and a reasonable attorney's fee, as provided in said mortgage, and that upon determining thereof, the Respondents Frances Collins Barnard and George Barnard, Jr., be required to pay the amount of the indebtedness so ascertained, by a time fixed by this Court, and upon failure to do so, that the real estate described in said mortgage stand foreclosed, and that the Register be ordered and directed to sell the same in the mode and manner prescribed by law, and the rules of this Court for the satisfaction of your Complainant's indebtedness, and out of the proceeds derived therefrom, first pay the cost of this proceeding, and then the indebtedness ascertained to be due Complainant prior to all other claims, and a reasonable attorney's fee, and the other costs as ascertained to be due, and the balance, if any, be paid over to the Respondents in accordance with the orders of this Court. Complainant further prays for such other, further, different or general relief to which he may be entitled, and as in duty bound, he will ever pray.


Solicitor for Complainant

KNOW ALL MEN BY THESE PRESENTS, that we, FRANCES COLLINS BARNARD and GEORGE BARNARD, JR., her husband--, the mortgagors, in consideration of FOUR THOUSAND and No/100 (\$4,000.00) DOLLARS-- hereby acknowledged to have been paid to Frances Collins Barnard-- by NOEL M. TURNER-----the mortgagee, do hereby grant, bargain, sell and convey unto the mortgagee all that real property in the County of Baldwin, State of Alabama, described as follows:

PARCEL "A"

Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 8 South, Range 3 East, run thence South 10 chains, thence West 10 chains, thence North 10 chains, thence East 10 chains to the place of beginning, being the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 4, Township 8 South, Range 3 East, in Baldwin County, Alabama.

PARCEL "B"

From the Northwest corner of Section 3, Township 8 South, Range 3 East, run South 2314 feet and East 35 feet for a point of beginning; thence East 1288 feet; thence South 248 feet; thence West 1288 feet; thence North 248 feet to point of beginning, containing 7.3 acres, more or less, and being a part of the Southwest Quarter of the Northwest Quarter of Section 3, Township 8 South, Range 3 East, being Lot 5 in Parcel # 2 of division of P. A. Barnard Estate property.

PARCEL "C"

From the Northwest corner of Section 3, Township 8 South, Range 3 East, run South 1818 feet and East 35 feet for a point of beginning; thence East 1288 feet; thence South 248 feet; thence West 1288 feet; thence North 248 feet to the point of beginning, containing 7.3 acres and being a part of the Southwest Quarter of the Northwest Quarter of Section 3, Township 8 South, Range 3 East, being Lot 3 of Parcel #2 of the division of the P. A. Barnard Estate property.

Together with all and singular the rights, members, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; to have and to hold the same forever.

Providing always, and these presents are upon the express condition, that if the said mortgagors shall well and truly pay to the mortgagee said sum of \$4,000.00 payable as follows and evidenced by:

One certain principal note for the sum of \$4,000.00 payable in four, equal annual installments of \$1,000.00 (One Thousand Dollars) each, the first of said installments being due and payable November 30, 1954; the second November 30th, 1955; the third November

30th, 1956; and the fourth November 30th, 1957; together with interest at 6% (six percent per annum, payable as follows:

\$276.65 one year from the date hereof; \$180.00 Two years from the date hereof; \$120.00 three years from the date hereof; and \$60.00 four years from the date hereof.

said note being payable to the mortgagee at office of Higgins Mortuary, 956 Govt. St., Mobile, Ala.; and if the mortgagors shall perform all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force.

And the mortgagor hereby vest the mortgagee with full power and authority, upon the happening of a default in the payment of any one of the said notes, or upon any default in the performance of any of the covenants and agreements herein contained, to sell said property at public outcry at the Government Street door of the Court House of Mobile County, Alabama, for cash to the highest bidder, after first giving thirty days' notice of the time, place and terms of 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 the City of Mobile, Alabama; to make proper conveyance to the purchaser in the name of the mortgagors; 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 note, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the mortgagee, by virtue of any of the special liens herein declared; and third, the balance, if any, to pay over to the said Frances Collins Barnard.

And the said Frances Collins Barnard, for herself, her heirs executors and administrators, hereby covenant with the said mortgagee that she is seized of an indefeasible estate in fee simple in and to said property, that said property is free from all encumbrances, and that she will warrant and forever defend the title to said property unto the mortgagee, and unto the purchaser at said sale, and their heirs, successors and assigns, against the lawful claims of all persons.

And the mortgagor does further expressly agree and covenant:

To pay said note and the installments of interest thereon,

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when they respectively fall due;

BOOK 020 PAGE 98

To keep any buildings now, or which hereafter may be erected, on said property in good repair, and insured against fire and storm by policies made payable to and deposited with the mortgagee and in such amount not exceeding the indebtedness secured hereby and not exceeding the value of said building and other improvements as may be required by the mortgagee;

To pay promptly all taxes, assessments, liens, or other charges which may be, or become, effective against said property, together with all penalties, costs, and other expenses incurred; or which may accrue, in connection therewith;

That if 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 mortgagors 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 fail 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 hereto, and in 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 mortgagors.

The provisions hereof run in favor of, and bind, not only the parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereto set our hands and seals this 6th day of October, 1953.

(Signed) Frances Collins Barnard (Seal)

(Signed) George Barnard, Jr. (Seal)

STATE OF ALABAMA

MOBILE COUNTY

I, Jere Austill, a Notary Public in and for said County, in said State, hereby certify that Frances Collins Barnard and George Barnard, Jr., her husband, whose names are signed to the foregoing mortgage, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand, & seal this 6th day of October, 1953.

(Seal affixed)

(Signed) Jere Austill
Notary Public, Mobile County,
Alabama

BOOK 020 PAGE 30

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 3613

Sept.

TERM, 19 55

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon FRANCES COLLINS BARNARD, and GEORGE BARNARD, JR.

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

FRANCES COLLINS BARNARD, and GEORGE BARNARD, JR., Defendant

by

NOEL M. TURNER, Plaintiff

Witness my hand this 8th. day of Sept. 19 55.

Archie J. Hester, Clerk

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No. 3613

Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

NOEL M. TURNER

Plaintiffs

vs.

FRANCES COLLINS BARNARD, and

GEORGE BARNARD, JR.

Defendants

Summons and Complaint

Filed SEPT. 8th. 1955.

Archie French Clerk

CECIL G. CHASON

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at _____

Received In Office

Sept. 9. 1955.

_____, Sheriff

I have executed this summons

this _____ 19____

by leaving a copy with _____

_____, Sheriff

_____, Deputy Sheriff

NOEL M. TURNER,

Complainant

-VS-

FRANCES COLLINS BARNARD, and
GEORGE BARNARD, JR.

Respondents


IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY


NO. 3613

You, and each of you, are hereby notified that the undersigned, Alice J. Duck, Register, having been appointed by the Court to fix and determine the amount due by you, or either of you, to the Complainant, Noel M. Turner, and his Attorney of Record, on account of mortgage indebtedness referred to in the Bill of Complaint in this suit, has heard evidence as to the amount of said indebtedness, and has made report to the Court, which said report shall lie on file until the 10th day of February, 1956.

Done this the 4th day of February, 1956.


Alice J. Duck, Register

I hereby certify that I have sent a copy of the foregoing to Frances Collins Barnard and George Barnard, Jr. on this the 4 day of February, 1956.


Register

NOEL M. TURNER,

Complainant

-vs-

FRANCES COLLINS BARNARD, and
GEORGE BARNARD, JR.

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

NO. 3613

REPORT REGISTER

An order having heretofore been made by the Honorable H. M. Hall, Judge of the Circuit Court of Baldwin County, Alabama, Sitting in Equity, to the undersigned, Alice J. Duck, as Register, to fix and determine the amount due by the Respondents, Frances Collins Barnard and George Barnard, Jr. or either of them to Noel M. Turner, the Complainant in that said suit in Equity, wherein Noel M. Turner is the Complainant and Frances Collins Barnard and George Barnard, Jr. are the Respondents on account of a mortgage referred to in the Bill of Complaint, and said Register having been ordered to take and account and determine said indebtedness including a reasonable attorney's fee to be paid to the Solicitor of record of the Complainant, and more than ten days notice having been given to the Respondents of the date, time, and place of the hearing of said reference by personal service on the said Frances Collins Barnard and George Barnard, Jr., and the undersigned Register having convened the hearing in the Courthouse of Baldwin County, Alabama at 2 P. M. on the 30th day of January, 1956, the following has been found and determined: that the copy of the mortgage which is a part of the Bill of Complaint marked Exhibit "A" thereof is a true and correct copy of the original instrument of indebtedness, which is of record in the office of the Judge of Probate of Baldwin County, Alabama in Mortgage Book 228 at pages 352-354; that said mortgage is security and evidence of indebtedness is further shown by a Promissory Note of even date therewith in the principal sum of Four Thousand Dollars (\$4,000.00) payable in four equal installments of One Thousand Dollars (\$1,000.00) each, the first of

which was due and payable on the 30th day of November, 1954, and which said indebtedness bears interest at the rate of six percent (6%) per annum from date; that no payments have been made either as to principal or interest on said mortgage indebtedness, there being due as of this date Four Thousand Dollars (\$4,000.00) principal indebtedness and Five Hundred Fifty-six Dollars and 08/100 (\$556.08) interest; it is further made to appear to the satisfaction of this officer that said mortgage contains a provision that Mortgagors, who are the Respondents in this action, namely Frances Collins Barnard and George Barnard, Jr. should take out and carry insurance against fire and storm by a policy made payable to and deposited with the Mortgagor, who is the Complainant, in an amount not exceeding the indebtedness secured by said mortgage, and it further being made to appear that the Mortgagors, who are the Respondents herein, failed to take out and carry insurance with policies deposited with the Complainant, therefore Complainant was required to expend the sum of Thirty Dollars (\$30.00) in insuring said property; it is further exhibited to and made to appear to the satisfaction of this officer that the instrument of indebtedness provides that upon default in the payment of said mortgage, or upon the resort to litigation for the recovery of the sums due as secured by said instrument, or if an attorney be employed to collect the sums due under said instrument of indebtedness, or to foreclose said instrument of indebtedness, or if a Bill in Equity be filed for that purpose, the Mortgagors, who are the Respondents herein, should pay all reasonable costs, expenses, and attorney's fees thereby incurred, and that said fees should be included in any judgment or decree rendered in connection with such litigation, and the undersigned officer having called and caused to come before her, Harry Wilters, a licensed and practicing attorney in Baldwin County, Alabama, and having questioned him as to the amount of attorney's fees which should be considered as reasonable under the terms of said mortgage, and after having been duly sworn, the said Harry Wilters, Attorney-at-Law, having testified that an attorney's fee of 15% was and should be considered as a reasonable attorney's fee for prosecution of this suit in Equity for the foreclosure of a

of a mortgage in the principal amount of Four Thousand Dollars (\$4,000.00) on which there was due interest in the amount of Five Hundred Fifty-six Dollars and 08/100 (\$556.08), and this amount having been determined to be Six Hundred Eighty-three and 41/100 (\$683.41) and this sum is hereby declared as being a reasonable and proper fee to be paid to C. G. Chason, whom this officer knows to be the attorney of record for the Complainant.

The undersigned officer of this Court having been required and directed by the Court to fix and determine the amount due by the Respondents, or either of them, to the Complainant, on account of the mortgage referred to in the Bill of Complaint, and to fix and determine a reasonable attorney's fee to be paid to the Solicitor of record for the Complainant, has fixed and determined as of the 30th day of January, 1956, the following amounts as being due and payable: principal amount \$4,000.00, interest \$556.08, insurance \$30.00, attorney's fee \$683.41, total amount due by Respondents \$5,269.49. This amount along with the cost of this proceeding has been determined to be due jointly and separately and severally, the said mortgage and note having been executed by both of the Respondents.

It being within the jurisdiction of the Register to set a time which this report should lie over before the final action of the Court, and no date having been set by the Court, the undersigned hereby declares that this report shall lie over for a period of 10 days, and this officer shall give notice to the Respondents in accordance with Equity Rule 85 although they did not appear, for a period of not less than 5 days before final action.

Done this the 30th day of January, 1956.


Alice J. Duck, Register

NOEL M. TURNER,

Complainant

-vs-

FRANCES COLLINS BARNARD, and
GEORGE BARNARD, JR.

Respondents

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN QUITY

NO. 3613

Now comes the Complainant in the above styled cause and shows that the amounts as determined in the Register's report of the 30th day of January, 1956 as being due from the Respondents to the Complainant have been paid in full along with the cost of this proceeding. Motion is therefore made for dismissal of said cause.


Solicitor for Complaint

NOEL M. TURNER,

Complainant

-vs-

FRANCES COLLINS BARNARD, and
GEORGE BARNARD, JR.

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

NO. 3613

A Decree Pro Confesso having been rendered against the Respondents, Frances Collins Barnard and George Barnard, Jr., and the Bill of Complaint containing prayer that an account be taken to determine the indebtedness due to the Complainant, and all costs, including a reasonable attorney's fee as provided in said mortgage, and it appearing to the Court that an order of reference to the Register should be made, it is therefore

ORDERED, ADJUDGED and DECREED by the Court that this matter be referred to Alice J. Duck, Register, to fix and determine the amount due by the Respondents, Frances Collins Barnard and George Barnard, Jr, or either of them, to the Complainant, Noel M. Turner, on account of the mortgage referred to in said Bill of Complaint, and to fix and determine a reasonable attorney's fee to be paid to the Solicitor of Record of the Complainant.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Register give due notice to the Respondents, Frances Collins Barnard and George Barnard, Jr., of the time and place of the holding of the reference provided for in this decree, and that after holding such reference, she report forthwith her findings to this Court.

Done this the 17 day of ~~November~~^{January}, 195~~5~~⁶

Hubert M. Hill
Circuit Judge

TAKE NOTICE

The undersigned, Alice J. Duck, Register, will execute a decree of reference on the above styled cause in the Courthouse of Baldwin County, Alabama at Bay Minette on the 30 day of ~~December~~^{January}, 19~~55~~⁵⁶ at 2 P.M., at which time and place you may attend if you choose to do so.

Done this the 17 day of ~~November~~^{January}, 19~~55~~⁵⁶.

Alice J. Duck
Register

2 miles S.

Magnolia Springs

Received 18 day of Jan 1954
and on 19 day of Jan 1954
I received copy of the warrant
on Geo. B. Bennett
James William Bennett
By service on

Sheriff claims 126 miles at \$

Ten Cents per mile Total \$ 12.60

TAYLOR WILKINS, Sheriff

BY Childress
DEPUTY SHERIFF

no. 3613

Post M. Bennett

vs

James William Bennett

and
George Bennett Jr.

Noted 1-11-54
Sheriff's Office
Bennett

THE STATE OF ALABAMA, }
BALDWIN COUNTY

No. 3613 Circuit Court, In Equity.

NOEL M. TURNER

Complainant

Vs.

FRANCES COLLINS BARNARD, and GEORGE BARNARD, JR. Defendant^S

Motion is hereby made for a Decree Pro Confesso against FRANCES COLLINS BARNARD and
GEORGE BARNARD, JR.

Defendant^S

in the above stated cause, on the ground that more than thirty days have elapsed since service of summons upon said Defendant^S; and that said summons was duly served according to law, and that said Defendant^S have failed to demur, plead to or answer the Bill of Complaint in this cause to this date.

This 23rd day of November 19 55

 Solicitor.

CIRCUIT COURT COMPLAINT

Printed by the Baldwin Times, Bay Minette, Alabama.

NOEL M. TURNER

Complainant,

Vs.

FRANCES COLLINS BARNARD, and
GEORGE BARNARD, JR.

Respondent.

In the Circuit Court.

In Equity No. 3613.

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause, it appears to the Register, that service was had on the Respondents Frances
Collins Barnard and George Barnard, Jr.

by the Sheriff of Baldwin County, on the 8th day of September,
1955.

And it further appears to the Register, that that the said Frances Collins Barnard
and George Barnard, Jr.

_____ the Respondents, having to the date hereof,
failed to plead, demur to or answer the Bill of Complaint filed in this cause, it is now, therefore,

on motion of C. G. Chason Solicitors
for Complainant, ordered, and decreed by the Register that the Bill of Complaint in this cause be,

and it hereby is, in all things taken as confessed against the said Frances Collins Barnard
and George Barnard, Jr.

This _____ day of _____, 1955

Amie J. Chason
Register.

CIRCUIT COURT OF
BALDWIN COUNTY,
ALABAMA.
IN EQUITY

Noel Turner

Complainant,

Vs.

Frances Collins Bernier
et al.

Respondent.

DECREE PRO CONFESSO ON
PERSONAL SERVICE.

Issued this ____ day of _____

194 ____.

Register.

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

Feb. 3, 1956

Mrs. Alice J. Duck
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is a suggested report
in the case of Turner vs. ~~Barnard~~, case no. 3613.
If it is satisfactory, please sign and place in
file. There is also enclosed a statement that
the hearing has been conducted, one copy of which
may be mailed to George Barnard, Jr. and Francis
Collins Barnard. You will not be required to send
them a copy of the report.

Yours very truly,



C. G. Chason

CGC:dc

Encl. 3

NOEL M. TURNER,

Complainant

-vs-

FRANCES COLLINS BARNARD, and
GEORGE BARNARD, JR.

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

NO. 3613

REPORT REGISTER

An order having heretofore been made by the Honorable H. M. Hall, Judge of the Circuit Court of Baldwin County, Alabama, Sitting in Equity, to the undersigned, Alice J. Duck, as Register, to fix and determine the amount due by the Respondents, Frances Collins Barnard and George Barnard, Jr. or either of them to Noel M. Turner, the Complainant in that said suit in Equity, wherein Noel M. Turner is the Complainant and Frances Collins Barnard and George Barnard, Jr. are the Respondents on account of a mortgage referred to in the Bill of Complaint, and said Register having been ordered to take and account and determine said indebtedness including a reasonable attorney's fee to be paid to the Solicitor of record of the Complainant, and more than ten days notice having been given to the Respondents of the date, time, and place of the hearing of said reference by personal service on the said Frances Collins Barnard and George Barnard, Jr., and the undersigned Register having convened the hearing in the Courthouse of Baldwin County, Alabama at 2 P. M. on the 30th day of January, 1956, the following has been found and determined: that the copy of the mortgage which is a part of the Bill of Complaint marked Exhibit "A" thereof is a true and correct copy of the original instrument of indebtedness, which is of record in the office of the Judge of Probate of Baldwin County, Alabama in Mortgage Book 228 at pages 352-354; that said mortgage is security and evidence of indebtedness is further shown by a Promissory Note of even date therewith in the principal sum of Four Thousand Dollars (\$4,000.00) payable in four equal installments of One Thousand Dollars (\$1,000.00) each, the first of

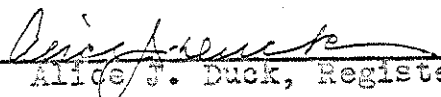
which was due and payable on the 30th day of November, 1954, and which said indebtedness bears interest at the rate of six percent (6%) per annum from date; that no payments have been made either as to principal or interest on said mortgage indebtedness, there being due as of this date Four Thousand Dollars (\$4,000.00) principal indebtedness and Five Hundred Fifty-six Dollars and 08/100 (\$556.08) interest; it is further made to appear to the satisfaction of this officer that said mortgage contains a provision that Mortgagors, who are the Respondents in this action, namely Frances Collins Barnard and George Barnard, Jr. should take out and carry insurance against fire and storm by a policy made payable to and deposited with the Mortgagor, who is the Complainant, in an amount not exceeding the indebtedness secured by said mortgage, and it further being made to appear that the Mortgagors, who are the Respondents herein, failed to take out and carry insurance with policies deposited with the Complainant, therefore Complainant was required to expend the sum of Thirty Dollars (\$30.00) in insuring said property; it is further exhibited to and made to appear to the satisfaction of this officer that the instrument of indebtedness provides that upon default in the payment of said mortgage, or upon the resort to litigation for the recovery of the sums due as secured by said instrument, or if an attorney be employed to collect the sums due under said instrument of indebtedness, or to foreclose said instrument of indebtedness, or if a Bill in Equity be filed for that purpose, the Mortgagors, who are the Respondents herein, should pay all reasonable costs, expenses, and attorney's fees thereby incurred, and that said fees should be included in any judgment or decree rendered in connection with such litigation, and the undersigned officer having called and caused to come before her, Harry Wilters, a licensed and practicing attorney in Baldwin County, Alabama, and having questioned him as to the amount of attorney's fees which should be considered as reasonable under the terms of said mortgage, and after having been duly sworn, the said Harry Wilters, Attorney-at-Law, having testified that an attorney's fee of 15% was and should be considered as a reasonable attorney's fee for prosecution of this suit in Equity for the foreclosure of a

of a mortgage in the principal amount of Four Thousand Dollars (\$4,000.00) on which there was due interest in the amount of Five Hundred Fifty-six Dollars and 08/100 (\$556.08), and this amount having been determined to be Six Hundred Eighty-three and 41/100 (\$683.41) and this sum is hereby declared as being a reasonable and proper fee to be paid to C. G. Chason, whom this officer knows to be the attorney of record for the Complainant.

The undersigned officer of this Court having been required and directed by the Court to fix and determine the amount due by the Respondents, or either of them, to the Complainant, on account of the mortgage referred to in the Bill of Complaint, and to fix and determine a reasonable attorney's fee to be paid to the Solicitor of record for the Complainant, has fixed and determined as of the 30th day of January, 1956, the following amounts as being due and payable: principal amount \$4,000.00, interest \$556.08, insurance \$30.00, attorney's fee \$683.41, total amount due by Respondents \$5,269.49. This amount along with the cost of this proceeding has been determined to be due jointly and separately and severally, the said mortgage and note having been executed by both of the Respondents.

It being within the jurisdiction of the Register to set a time which this report should lie over before the final action of the Court, and no date having been set by the Court, the undersigned hereby declares that this report shall lie over for a period of 10 days, and this officer shall give notice to the Respondents in accordance with Equity Rule 85 although they did not appear, for a period of not less than 5 days before final action.

Done this the 30th day of January, 1956.



Alice J. Duck, Register

CECIL G. CHASON

ATTORNEY AT LAW
FOLEY, ALABAMA

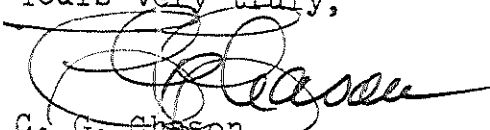
Feb. 16, 1956

Mrs. Alice J. Duck, Register
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is a Petition for the dismissal of the suit of Turner vs. Barnard and my check in the amount of \$50.05 in payment of costs of court in accordance with the cost bill delivered to me. All other funds have been paid to me as is shown on the petition.

Yours very truly,


C. G. Chason

CGC:dc

Encl. 2

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

September 7, 1955

Mrs. Alice J. Duck, Register
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is Bill of Complaint in the suit of
Turner -vs- B arnard.

Yours very truly,


C. G. Chason

CGC:fm

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