

14

J. C. GRIFFIN and THE SHERRILL OIL COMPANY, a Corporation,

Complainants,

-VS-

BALDWIN COUNTY BANK, a Corporation,

Defendant.

IN THE CIRCUIT COURT-IN EQUITY
STATE OF ALABAMA
BALDWIN COUNTY.

TO THE HON. F. W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT OF ALABAMA:-

Your Orators humbly complaining of the Defendant in a matter as will hereinafter appear show unto your Honor as follows:-

FIRST:

That J. C. Griffin is a resident of Baldwin County, Alabama, and over the age of twenty-one years; that the Sherrill Oil Company is a corporation with its principal place of business at Pensacola, Florida; that the Baldwin County Bank is a corporation with its principal place of business at Bay Minette, Alabama.

SECOND:

Your Orators further show unto your Honor that on, to-wit, the 25th day of November, 1922, J. C. Griffin was the owner and in the possession of the following described property situated in Baldwin County, Alabama, to-wit:-

East half of the Northeast Quarter and Southwest Quarter of Northeast Quarter, and all that part of the Southeast Quarter of Northwest Quarter lying East of the Bay Minette and Fort Morgan Railroad, and one acre in the Southwest corner of the Northeast Quarter of Northwest Quarter lying East of said railroad and bordering on the North line of the Southeast Quarter of the Northwest Quarter, all in Section Fourteen (14) in Township Five (5) South Range Three (3) East; and

North half of the Northwest Quarter of Northwest Quarter of Section Eight and Southwest Quarter of Northwest Quarter, and West half of the West half of the East half of Northwest Quarter of Section four, all in Township five (5) South, Range Three (3) East; and,

Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section eleven, Township 5 South, Range 3 East, run North 36 feet, thence run West five hundred feet, for point of beginning, thence North one hundred forty-two feet, thence West one hundred feet, thence South one hundred forty-two feet, thence East one hundred feet, containing two lots fifty feet by one hundred forty-two feet each, being a part of the Northwest Quarter of the Southwest quarter of Section eleven, Township five South, Range three East of St. Stephen's Meridian in Alabama. The Baldwin County Garage being located on the West side of the last above described parcel of land; the same being Lots Four and Five of the Ellgriff Addition to the Town of Loxley.

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That at said time he was also the owner and in possession of Lots One and Two of Ellgriff's Addition to the Town of Loxley; that located on Lots One and Two was the Baldwin County Garage, which was a two-story frame building. That on said date the said J. C. Griffin was indebted to the Baldwin County Bank in the sum of several thousand dollars, and that being desirous of securing the said indebtedness it was agreed by and between the Baldwin County Bank and the said J. C. Griffin that he should execute a Mortgage on the following described land, to-wit:-

East half of the Northeast Quarter and Southwest Quarter of Northeast Quarter, and all that part of the Southeast Quarter of Northwest Quarter lying East of the Bay Minette and Fort Morgan Railroad, and one acre in the Southwest corner of the Northeast Quarter of Northwest Quarter lying East of said railroad and bordering on the North line of the Southeast quarter of the Northwest Quarter, all in Section Fourteen (14) in Township Five (5) South Range Three (3) East; and

North half of the Northwest Quarter of Northwest Quarter of Section Eight and Southwest Quarter of Northwest Quarter, and West half of the West half of the East half of Northwest Quarter of Section four, all in Township five (5) South, Range Three (3) East; and in addition thereto a Mortgage on Lots One and Two, situated in said Ellgriff's Addition to the Town of Loxley.

THIRD:

Your Orators further show unto your Honor that in the preparation of said Mortgage that a mistake was made and that the following described lands were included in said Mortgage:-

Beginning at the Southeast corner of the Northwest quarter of the Southwest Quarter of Section eleven, Township 5 South, Range 3 East, run North 36 feet, thence run West five hundred feet, for point of beginning, thence North one hundred forty-two feet, thence West one hundred feet, thence South one hundred forty-two feet, thence East one hundred feet, containing two lots fifty feet by one hundred forty-two feet each, being a part of the Northwest Quarter of the Southwest quarter of Section eleven, Township five South, Range three East of St. Stephen's Meridian in Alabama. The Baldwin County Garage being located on the West side of the last above described parcel of land;

when everyone connected with the transaction intended that the said Lots One and Two in said addition should be included in the Mortgage instead of said lots which were described by metes and bounds, said lots which were described by metes and bounds are Lots Four and Five in the Town of Loxley in said Addition, and it never was the intention of said Bank to take a Mortgage on said Lots Four and Five in the Town of Loxley, nor was it the intention

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of the said J. C. Griffin to execute a Mortgage thereon, but it was the intention of the said parties to said Mortgage, and it was the contract between said parties to said Mortgage, that said Bank was to have a Mortgage on Lots One and Two, and not upon Lots Four and Five in said addition.

FOURTH:

Your Orators further show unto your Honor that on, to-wit, July 30th, 1924, that the Baldwin County Bank, through its constituted authority, for and in consideration of the sum of One Thousand Dollars (\$1000.00) agreed to release and did release from the operation of said Mortgage, the following described property, to-wit:-

Beginning at the Southeast corner of the Northwest quarter of the Southwest Quarter of Section 11, Township 5 South of Range 3 East, run North 36 feet, thence run West 500 feet, for point of beginning, thence North 142 feet, thence West 100 feet, thence South 142 feet, thence East 100 feet, containing two lots, fifty feet by 142 feet, each, being a part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 5 South of Range 3 East of St. Stephens Meridian in Alabama. The Baldwin County Garage being located on the West side of the last above described parcel of land;

which are Lots Four and Five in said Addition to the Town of Loxley. That it was the purpose and intent of all the parties to the Mortgage contract that the lots described in said Mortgage, which it was understood and agreed that were included therein, were released from the operation of said instrument; a copy of said Mortgage which was executed by the said J. C. Griffin and his wife on, to-wit, the 25th day of November, 1922, is hereto attached, marked Exhibit "A" and is prayed to be taken as a part of this Bill of Complaint.

FIFTH:

Your Orators further show unto your Honor that a short while after July 30th, 1924, the said J. C. Griffin by Warranty Deed and through mesne conveyances conveyed to the Sherrill Oil Company Lot No. Four in said Addition to said Town of Loxley, on which the said Sherrill Oil Company has located, or has a building thereon, in which it is carrying on its said business in said Town of Loxley, and that said Mortgage is a cloud upon the title

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(page four)

of the said Sherrill Oil Company to said Lot No. Four in said Addition, and should be removed as such, as said Bank has released said Lot from its said Mortgage, if it ever had a Mortgage on the same, which your Orators contend that it did not have, for the reason that it was never the intention of any of the parties for the Mortgage that the same should be executed upon Lots Four and Five in said Addition.

SIXTH:

Your Orators further show unto your Honor that the Baldwin County Bank is now advertising the property described in said Mortgage for sale under the powers contained therein, and that it proposes to foreclose said Mortgage on January 2nd, 1934; that by said foreclosure proceedings a cloud will be created upon the title of the Sherrill Oil Company to said Lot that it owns, which it purchased through J. C. Griffin, as well as the other property that J. C. Griffin owns, which is set forth in said Mortgage. Your Orators further show unto your Honor that it is necessary that an accounting be had between the said J. C. Griffin and the Baldwin County Bank, so as to ascertain after eliminating the usury charged in said Mortgage, and giving him credit for the numerous payments that he has made upon the same, so that it can be ascertained as to whether anything is now due on said Mortgage, and to grant and permit your Orators to exercise the equity of redemption which the law gives them in such cases, and your Orators herein and hereby offer to do equity.

PRAYER FOR PROCESS.

To the end that equity may be had in the premises, your Orators pray that your Honor will cause the usual writ of process to issue to the Baldwin County Bank, making it a party defendant to this Bill of Complaint, and requiring it to plead, answer or demur to the same within the time as required by law and the practice of this Honorable Court.

PRAYER FOR RELIEF.

THE PREMISES CONSIDERED, your Orators pray that on a final hearing of this cause, that your Honor will decree:-
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1st. That an accounting or reference be had to ascertain as to whether there is any sum due on the aforesaid Mortgage.

2nd. That your Honor will decree that the said Mortgage is a cloud upon the title of the Sherrill Oil Company as to Lot No. Four in said Addition to the Town of Loxley.

3rd. That your Honor will declare that said Mortgage is a cloud upon the title of the said J. C. Griffin as to said property, as well as the Sherrill Oil Company by virtue of the fact that said Mortgage has been duly paid.

4th. That your Honor will enter a Decree holding for naught any foreclosure sale that might be made under the powers contained in said Mortgage, and that this Court will assume jurisdiction and permit the Complainants to exercise the equity of redemption relative to said Mortgage.

Your Orators pray for such other, further, different and general relief as in equity may seem just and meet, and your Orators will ever pray.

Hyatt Hend & Chason
Attorneys for Complainants.

Defendant is required to answer paragraphs "First" to "Sixth", inclusive, of the foregoing Bill of Complaint, but answer under oath is hereby expressly waived.

Hyatt Hend & Chason
Solicitors for Complainants

(page two)

It is hereby agreed that the said J. C. Griffin shall keep the buildings on the lands hereinabove described insured in some good and solvent fire insurance company in a sum of not less than Thirty-five hundred Dollars, and have said policy so endorsed that in case of loss by fire said insurance money to be payable to the said Baldwin County Bank as its mortgage interest might appear, and should the said J. C. Griffin fail to keep said buildings on said property insured as aforesaid, then the said Baldwin County Bank shall have the right to take out said insurance and the premiums so paid by it shall be an additional lien under this mortgage.

Should default be made in the payment of the note above described, or the interest thereon, when the same falls due, then said note shall become due and payable, and the said Baldwin County Bank shall then have the right to take possession of said property and sell the same at public outcry, for cash, in front of the Court House door of Baldwin County, Alabama, after first giving notice of the time, place and terms of said sale, by publication in some newspaper published in the County of Baldwin, State of Alabama, once a week for two successive weeks. The proceeds in case of such sale shall be applied first, to the payment of the costs and expenses of taking possession of and advertising said property for sale, including auctioneer's fee and the cost of making deed to the purchaser, then to the payment of any insurance premiums that the said Baldwin County Bank may have paid as aforesaid, then to the payment of whatever taxes may be due on said property, then to the payment of a reasonable attorney's fee for conducting said foreclosure proceedings either under the terms of this mortgage, or through the Circuit Court sitting in Equity, then to the payment of the indebtedness secured by this mortgage, and the balance, if any, shall be paid over to the said J. C. Griffin, his heirs or assigns.

And we do authorize the said Baldwin County Bank, or its Agent, Attorney, successors or assigns, to conduct the sale and make a deed to the purchaser, the title so made we hereby agree to defend against all persons. It is herein agreed that the mortgagee herein named, its successors or assigns, or legal representative, may bid at said sale and become the purchaser of the property hereinabove described as if a stranger to this instrument.

Given under our hands and seals this 25th day of November, 1922.

J. C. Griffin (Seal)
Willie Griffin (Seal)

The State of Alabama,
Baldwin County.

I, Cornelia Hall, a Notary Public in and for said County and State, hereby certify that J. C. Griffin and Willie Griffin, 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 said conveyance, they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 25th day of November, 1922, came before me the within named Willie Griffin, known to me to be the wife of the within named J. C. Griffin, 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 the husband.

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EXHIBIT "A".

THE STATE OF ALABAMA,

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Five thousand five hundred (\$5500.00) Dollars to me, J. C. Griffin, in hand this day paid by the BALDWIN COUNTY BANK, a Corporation, the receipt whereof is hereby acknowledged, we, J. C. Griffin and Willie Griffin, husband and wife, have and do hereby grant, bargain, sell and convey unto the said Baldwin County Bank, a corporation, the following described real estate situate in the County of Baldwin, State of Alabama, to-wit:-

East half of the Northeast Quarter and Southwest Quarter of Northeast Quarter, and all that part of the Southeast Quarter of Northwest Quarter lying East of the Bay Minette and Fort Morgan Railroad, and one acre in the Southwest corner of the Northeast Quarter of Northwest Quarter lying East of said railroad and bordering on the North line of the Southeast Quarter of the Northwest Quarter, all in Section Fourteen (14) in Township Five (5) South Range Three (3) East; and

North half of the Northwest Quarter of Northwest Quarter of Section Eight and Southwest Quarter of Northwest Quarter, and West half of the West half of the East half of Northwest Quarter of Section four, all in Township five (5) South, Range Three (3) East; and,

Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section eleven, Township 5 South, Range 3 East, run North 36 feet, thence run West five hundred feet, for point of beginning, thence North one hundred forty-two feet, thence West one hundred feet, thence South one hundred forty-two feet, thence East one hundred feet, containing two lots fifty feet by one hundred forty-two feet each, being a part of the Northwest Quarter of the Southwest Quarter of Section eleven, Township five South, Range three East of St. Stephen's Meridian in Alabama. The Baldwin County Garage being located on the West side of the last above described parcel of land.

Together with all and singular the tenements, hereditaments, rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described and hereby conveyed real estate unto the said Baldwin County Bank, its successors and assigns, forever. And the said J. C. Griffin and Willie Griffin hereby covenant and bind themselves and their heirs that they have an indefeasible fee simple title to the above described property; that they have a right to convey the same; that said property is free from all incumbrances, except first mortgages on all of the hereinabove described real property excepting from said first mortgages all that part of the S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, lying East of the Bay Minette & Ft. Morgan Railroad, and one acre in the Southwest corner of the N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ lying East of said railroad and bordering on the North line of the S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ and in Section fourteen, Township 5 South, Range 3 East; and that they will warrant and defend the title to the same against the lawful claims of all persons, except as to the first mortgages above referred to.

The condition of the above conveyance is such, that should the said J. C. Griffin well and truly pay or cause to be paid his one promissory note of even date herewith for the sum of \$5500.00, payable to the Baldwin County Bank, at Bay Minette, Alabama, six months after date, with interest from date of maturity, then this obligation to be null and void, otherwise to be and remain in full force and effect.

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In witness whereof, I hereunto set my hand and seal of office this 25th, day of November, 1922.

Cornelia Hall
Notary Public, Baldwin County,
Alabama.

(SEAL)

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1935
BILL OF COMPLAINT.

J. C. GRIFFIN and THE SHERRILL
OIL COMPANY, a Corporation,

Complainants,

-VS-

BALDWIN COUNTY BANK, a Corpor-
ation,

Defendant.

IN THE CIRCUIT COURT-IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

Filed December 29, 1935

W. A. Stone
Register.

LAW OFFICES

HYBART, HEARD
& CHASON

BAY MINETTE, ALABAMA

14

J. C. GRIFFIN and SHERRILL
OIL COMPANY, a corporation,
and MRS. WILLIE B. GRIFFIN,

Complainants,

vs.

BALDWIN COUNTY BANK, a cor-
poration,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

This cause coming on to be heard upon the pleadings and proof as noted by the Register, and the same being considered by the Court, the Court is of the opinion that the following described real property, to-wit:

Beginning at the Southeast corner of the Northwest quarter of the Southwest quarter of Section 11, Township 5 South, Range 3 East, run North 36 feet, thence run West five hundred feet, for point of beginning, thence North one hundred forty-two feet, thence West one hundred feet, thence South one hundred forty-two feet, thence East one hundred feet, containing two lots fifty feet by one hundred forty-two feet each, being a part of the Northwest quarter of the Southwest quarter of Section 11, Township 5 South, Range 3 East of St. Stephens Meridian in Alabama; the Baldwin County Garage being located on the West side of the last above described parcel of land;

was released from the operation of the mortgage from the complainant, J. C. Griffin, and Willie B. Griffin to the Baldwin County Bank, dated November 25, 1922, recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 27, pages 547-8.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the Baldwin County Bank be and is hereby directed and required to execute and deliver a proper release of said lands from the said mortgage; that upon their failure to do so within ten (10) days from the filing of this decree, the Register of the Chancery Court be and he is hereby authorized and directed to execute a release of the said lands from the said mortgage and to cause such release to be placed upon the records of Baldwin County, Alabama, in the Probate office of said County.

And it is further ORDERED, ADJUDGED AND DECREED that that certain mortgage which was executed by J. C. Griffin and Willie B.

Griffin to the Baldwin County Bank on November 25th, 1922, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 27, pages 547-8, be and the same hereby is held for naught and no effect as to the aforesaid lands, and is removed as a cloud upon the title of the Sherrill Oil Company as to the following described real estate situated in Baldwin County, Alabama, to-wit:

Beginning at the Southeast corner of the Northwest quarter of the Southwest quarter of Section 11, Township 5 South, Range 3 East, run North 36 feet, thence run West five hundred feet, for point of beginning, thence North one hundred forty-two feet, thence West one hundred feet, thence South one hundred forty-two feet, thence East one hundred feet, containing two lots fifty feet by one hundred forty-two feet each, being a part of the Northwest quarter of the Southwest quarter of Section 11, Township 5 South, Range 3 East of St. Stephens Meridian in Alabama; the Baldwin County Garage being located on the West side of the last above described parcel of land. Said property being Lots four (4) and five (5), Block one (1), Ellgriff's Addition to the Town of Loxley, Alabama;

and that the said Sherrill Oil Company's title to the aforesaid land be and the same is hereby quieted.

And it is further ORDERED, ADJUDGED AND DECREED that the said Baldwin County Bank has no interest in and to the aforesaid lands, and that the Register of this Court will endorse upon the margin of said mortgage where recorded in the Probate office of Baldwin County, Alabama, a marginal reference to this decree reciting that the title to the aforesaid lands has been declared to be in the Sherrill Oil Company, a corporation, and its title to the same has been quieted and that the aforesaid mortgage has been held for naught as to the aforesaid lands in the aforesaid cause.

The Court is further of the opinion that the said mortgage is a valid existing mortgage and a lien on the following described real property situated in Baldwin County, Alabama, to-wit:

One acre in the Southwest corner of the Northeast quarter of the Northwest quarter lying East of the Bay Minette and Fort Morgan Railroad and bordering on the North line of the Southeast quarter of the Northwest quarter, in Section 14, Township 5 South, Range 3 East; The North half of the Northwest quarter of the Northwest quarter of Section 8, Township 5 South, Range 3 East; The Southwest quarter of the Northwest quarter and the West half of the West half of the East half of the North-

west quarter of Section 4, Township 5 South, Range 3 East;

that there is owing thereunder from the said J. C. Griffin and Willie B. Griffin to the Baldwin County Bank the sum of FIVE THOUSAND ONE HUNDRED EIGHTY-FIVE and no/100 DOLLARS (\$5,185.00) principal and interest.

And it further appearing to the Court that the cross-complainant is entitled to an attorney's fee on the note evidencing the aforesaid debt, and on the said mortgage securing the same, and that the sum of FIVE HUNDRED DOLLARS (\$500.00) is a reasonable attorney's fee;

It is therefore ORDERED, ADJUDGED AND DECREED that the said J. C. Griffin and Willie B. Griffin are indebted to the said Baldwin County Bank in the sum of FIVE THOUSAND ONE HUNDRED EIGHTY-FIVE and no/100 DOLLARS (\$5,185.00) and that the same is secured by the aforesaid mortgage, and the said Baldwin County Bank holds a lien to secure the same on the following described properties, to-wit:

One acre in the Southwest corner of the Northeast quarter of the Northwest quarter lying East of the Bay Minette and Fort Morgan Railroad and bordering on the North line of the Southeast quarter of the Northwest quarter, in Section 14, Township 5 South, Range 3 East;
The North half of the Northwest quarter of the Northwest quarter of Section 8, Township 5 South, Range 3 East;
The Southwest quarter of the Northwest quarter and the West half of the West half of the East half of the Northwest quarter of Section 4, Township 5 South, Range 3 East.

It is further ORDERED, ADJUDGED AND DECREED that the said J. C. Griffin and Willie B. Griffin pay the said indebtedness to the Baldwin County Bank, and pay the costs of this court within thirty (30) days, and that upon their failure to do so within the said time the Register of this Court be and he is hereby authorized and directed to sell the said properties last above described at public outcry, for cash, to the highest bidder, during the legal hours of sale, in front of the court house door of Baldwin County, Alabama, after giving thirty (30) days' notice of the time, place and terms of sale, together with a description of the property, by publication in The

Baldwin Times, a newspaper published at Bay Minette, in Baldwin County, Alabama, and that he hold the proceeds thereof subject to further order of this Court.

Done this the 19th day of August, 1935.

J. M. Hase
Judge.

J. C. GRIFFIN ET AL.,
Complainants,
vs.
BALDWIN COUNTY BANK,
a corporation,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY.
NO. _____

This cause coming on to be heard upon the report of the Register made on the 21 day of November 1935, and the same having laid over the time required by law, and the same being considered, the Court is of the opinion that the same should be confirmed;

It is therefore ORDERED, ADJUDGED and DECREED that the said report be and the same is hereby confirmed; that the action of the Register of this Court in selling the property described in the said report was in strict conformity with the decree of this Court and with the statutes made and provided, and is therefore and hereby ratified and confirmed.

It is further ORDERED, ADJUDGED and DECREED that the Register in Chancery be and he is hereby authorized and directed to execute a proper conveyance conveying to the Baldwin County Bank all the right, title and interest of the said J. C. Griffin and Willie B. Griffin in and to the following described lands situated in the County of Baldwin, State of Alabama, to-wit:

One acre in the Southwest corner of the Northeast quarter of the Northwest quarter lying East of the Bay Minette and Fort Morgan Railroad and bordering on the North line of the Southeast quarter of the Northwest quarter, in Section 14, Township 5 South, Range 3 East;
The North half of the Northwest quarter of the Northwest quarter of Section 8, Township 5 South, Range 3 East;
The Southwest quarter of the Northwest quarter and the West half of the West half of the East half of the Northwest quarter of Section 4, Township 5 South, Range 3 East.

Done this the 29th day of November, 1935.

J. W. Hare
Judge

J. C. GRIFFIN ET AL.,
Complainants,
vs.
BALDWIN COUNTY BANK,
a corporation,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

NO. _____

WHEREAS, heretofore in this cause this Honorable Court made and entered an order and decree adjudging and decreeing that J. C. Griffin and Willie B. Griffin, complainants, were indebted to the Baldwin County Bank, defendant, in the sum of Five Thousand One Hundred Eighty-five Dollars (\$5,185.00), and that the said Baldwin County Bank had a valid mortgage lien to secure the same under and by virtue of that certain mortgage executed by them to the said Baldwin County Bank dated the 25th day of November, 1922, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 27, pages 547-8, on the following described land situated in the County of Baldwin, State of Alabama, to-wit:

One acre in the Southwest corner of the Northeast quarter of the Northwest quarter lying East of the Bay Minette and Fort Morgan Railroad and bordering on the North line of the Southeast quarter of the Northwest quarter, in Section 14, Township 5 South, Range 3 East;
The North half of the Northwest quarter of the Northwest quarter of Section 8, Township 5 South, Range 3 East;
The Southwest quarter of the Northwest quarter and the West half of the West half of the East half of the Northwest quarter of Section 4, Township 5 South, Range 3 East;

and which said decree did order the said J. C. Griffin and Willie B. Griffin to pay the amount of said indebtedness within 30 days from the date of the said decree, and in the event of their failure to pay the same within the said time, said decree authorized and directed the undersigned Register in Chancery to sell the said property to the highest bidder for cash, during the legal hours of sale, in front of the court house door of Bald-

win County, Alabama, after giving thirty days' notice of the time, place and terms of sale, together with a description of the property, by publication once a week for three consecutive weeks in The Baldwin Times, a newspaper published in Bay Minette, Baldwin County, Alabama; and the said J. C. Griffin and Willie B. Griffin having failed and refused to pay the said indebtedness within the time fixed by the said decree, the undersigned did, after giving thirty days' notice of the time, place and terms of sale, together with a description of the property, by publication once a week for three consecutive weeks in The Baldwin Times, a newspaper published at Bay Minette, in Baldwin County, Alabama, offer the said property for sale at twelve o'clock noon on Monday, November 18, 1935, in front of the court house door of Baldwin County, Alabama, and at such sale the Baldwin County Bank became the purchaser thereof for and at the sum of One Thousand Dollars (\$1,000.00), the same being the highest, best and last bid therefor, and at such sale the undersigned Register in Chancery conducted and offered the said property for sale in separate parcels, but there being no bid therefor, the whole was then offered for sale and the said Baldwin County Bank bid therefor the sum of One Thousand Dollars (\$1,000.00) as aforesaid;

WHEREFORE, the Register makes this his report and prays for further orders in the premises *on the November 21, 1935*

Robert L. Duck
Register.

J. C. GRIFFIN, et al,
Complainants,
VS.
BALDWIN COUNTY BANK, a
Corporation,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO.14.

RECEIPT AND RELEASE.

THAT WHEREAS, F. W. Hare, Judge of the Circuit Court of Baldwin County, Alabama, rendered a Decree in the above stated cause on August 19, 1935, adjudging and decreeing that J. C. Griffin and Willie B. Griffin were indebted to the Baldwin County Bank in the sum of \$5185.00 principal and interest, together with an attorney's fee of \$500.00, which said Decree ordered the property described therein, consisting of approximately eighty-one acres of land, be sold by the Register within thirty days if said judgment was not paid; and,

WHEREAS, said judgment was not paid and the said property was sold by the Register as provided in said Decree and the Baldwin County Bank became the purchaser of the said property at and for the sum of \$1,000.00, leaving a balance of \$4685.00 and interest due on said judgment; and,

WHEREAS, the said J. C. Griffin and the said Baldwin County Bank have fully compromised said indebtedness and the agreed amount has been paid by J. C. Griffin to the Baldwin County Bank in full compromise settlement of the judgment evidenced by this Decree;

NOW THEREFORE, the Baldwin County Bank, a Corporation, for and in consideration of the sum of Three Hundred Fifty Dollars (\$350.00) to it this day in hand paid by J. C. Griffin, the receipt whereof is hereby acknowledged, has and does hereby fully release, satisfy and discharge the above described judgment.

Executed in duplicate on this the 7th day of April, 1937.

BALDWIN COUNTY BANK, a Corporation,

By St. Roberts
As its President.

ATTEST:

C. L. White

As its Cashier.

STATE OF ALABAMA

BALDWIN COUNTY

I, *Ora Sirmoa*, a Notary Public, within and for said County in said State, hereby certify that S. P. Holmes, whose name as President, and C. L. White, whose name as Cashier of the Baldwin County Bank, a Corporation, 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 the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this the *7th* day of April, 1937.

Ora Sirmoa

Notary Public, Baldwin County, Alabama.

Q. 202
124
120
800-202-2020

WILSON AND BIRNBAUM

1000 CHURCH ST. N.W.

WASHINGTON, D.C.

WILLIAM

WILLIAMSON COUNTY BANK, a corporation
of Idaho

Respondent

IN THE DISTRICT COURT OF

WILSON COUNTY, ALABAMA

DOCKET NO. 14

1000 Church St. N.W.

William Wilson
WILSON COUNTY BANK

ATTORNEYS AT LAW
WILSON COUNTY, ALABAMA

(11)

August 6th, 1935.

To Mary Green, Commissioner.

Taking testimony of J. C. Griffin,
W. D. Stapleton, Fred Griffin &
S. C. Jenkins in the case of J. C.
Griffin et ux vs. Baldwin County
Bank, original.....\$7.50

Two copies @ \$3.75 each..... 7.50

One day's attendance..... 1.50

Total.....\$16.50.

14

Printed by
C. W. Johnson
1885

J. C. GRIFFIN and THE
SHERRILL OIL COMPANY,
A Corporation,

Complainants,

-vs-

BALDWIN COUNTY BANK, a
Corporation,

Respondent.

IN THE CIRCUIT COURT-IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

It is agreed by and between the parties to this suit that Miss Mary Green act as the Commissioner in the taking of the testimony of the several witnesses in the cause, and the issuance of commission to her is expressly waived. It is further agreed that she is to take the testimony down in shorthand, transcribe the same and furnish each party with a copy of the same, said copy to be taxed as a part of the costs. It is further agreed that the signing of the testimony of the witnesses is hereby waived.

Dated this 6th day of August, 1935.

Hubert & Chason
Solicitors for Complainants.

Deebe & Hall
Solicitors for Respondent.

TESTIMONY OF J. C. GRIFFIN. DIRECT EXAMINATION BY HON. C. L. HYBART,
ONE OF THE SOLICITORS FOR COMPLAINANTS.

Q: This is Mr. J. C. Griffin?

A: Yes sir.

Q: Mr. Griffin, where do you live?

A: Loxley.

Q: How old are you?

A: Sixty-three 9th day of last June.

Q: You're one of the Complainants in this cause?

A: Yes sir.

Q: The principal place of business of the Sherrill Oil Company is in Pensacola, is it not?

A: Yes sir.

Q: It is a corporation?

A: Yes it is, I suppose. That's my understanding.

Q: The Baldwin County Bank is a corporation with its principal place of business at Bay Minette, isn't it?

A: That's what I understand.

Q: Mr. Griffin, on the 25th day of November, 1922, were you the owner and in the possession of the lands described in paragraph 2 of the Original Bill of Complaint? Just look this over, save me reading it.

A: Yes sir, my wife and I were.

Q: You and Mrs. Griffin. What's her name, please?

A: Willie Griffin.

Q: Do you mean to say that you all were the joint owners of the property?

A: No sir, not the joint owners. I owned part of this property and she owned part. Part was in my name and part in her name. The lots in question here were in her name.

Q: Now at that time were you also the owner and in possession of Lots 1 and 2 of Ellgriff's Addition to the Town of Loxley?

A: Yes sir, she was.

Q: Lots 1 and 2, 1 and 2 in Ellgriff's Addition to Loxley?

A: Yes sir.

Q: Was there located on Lots 1 and 2 in this Addition a building known as the Baldwin County Garage?

A: That's the first Baldwin County Garage that was built in Loxley.

Q: That was on Lots 1 and 2?

A: That was on Lot 2.

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Q: Now is that a two story building?

A: That is the first part of it. The rear was one story, about sixty feet I think on the rear.

Q: Now on the 25th day of November, 1922, were you indebted to the Baldwin County Bank in the sum of several thousand dollars on that day?

A: Yes sir, on that day.

Q: And were you at that time, on that day, desirous of securing that indebtedness?

A: I was.

Q: And was it agreed by and between you and the Baldwin County Bank that you would execute a Mortgage on the following described lands, to-wit:- East half of Northeast Quarter, Southwest Quarter of Northeast Quarter, and all that part of the Southeast Quarter of the Northwest Quarter lying East of the Bay Minette and Fort Morgan Railroad, and one acre in the Southwest corner of the Northeast Quarter of the Northwest Quarter lying East of said railroad and bordering on the North line of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 5 South of Range 3 East, and the North half of the Northwest quarter of Northwest Quarter of Section 8, and the Southwest quarter of Northwest quarter and the West half of the West half of the East half of the Northwest quarter of Section 4, in Township 5 South of Range 3 East, and in addition thereto a Mortgage on Lots 1 and 2, situated in said Ellgriff's Addition to the Town of Loxley?

A: Yes sir.

Q: That was your intention, the intention of the parties, the Baldwin County Bank and yourself, to execute a Mortgage on the land that I have called your attention to, and including Lots 1 and 2 in Ellgriff's Addition?

A: That's right.

Q: On which this garage was situated?

A: Yes sir.

Q: That's this two story building you have testified about?

A: Yes sir.

Q: That was a wooden building, wasn't it?

A: Yes sir.

Q: Now, Mr. Griffin, in the preparation of the Mortgage was a mistake made so as to include what's known as Lots 4 and 5 in Ellgriff's Addition?

A: I discovered that after this suit was filed last year. Didn't know until then that this mistake had been made, and in making this, you see that plat was not made at that time this was given in '22, and the plat was made in '23 or '24. Anyhow, we had to describe this by metes and bounds, and in making this description we went over to the Southeast corner of this forty acres and ran so many feet, and then so many feet, and we ran up 36 feet and then we came over 500 feet, I believe, and I see that after my attention was called to the fact that there is two lots that belonged to the Baptist Church I never counted out and the street. If those had been counted out it would have come exactly 500 feet over to the lots. That's the only way I know the mistake could have been

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made.

Q: I'm showing you a plat of Ellgriff's Addition to Loxley, Alabama, and asking the Commissioner to mark it Exhibit "A" to your testimony, and ask you to state as to how the mistake was made?

A: The starting point was here;

Q: All right, what is that?

A: We started here and went up here to the Southeast corner of Block 2 in this addition. We went up 36 feet, that is cutting out the road on that side 36 feet. These two lots here--

Q: What lots are those?

A: Six and Seven in Block 2 belong to the Baptist Church, and this is the street, we call it Alabama Street.

Q: Lot 1 faces on Alabama Street?

A: That's fifty feet, you see, and these two fifty feet each, and this plat wasn't made at that time. The plat had been drawn but it wasn't on record, and I just counted up the number of lots we owned. I was up here and this was down home. I should have left out these two here or cut these two out and started here.

Q: You intended including lots 1 and 2, this plot of ground?

A: Here's one and two right over here.

Q: In what?

A: In Block 1.

Q: One and Two is in Block 1, you say? Were you intending to convey the property in Block 1 on here?

A: Intending to convey this. You see, I think if you notice it says you start at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 5--

Q: Now the southeast corner of Lot No. 7, Block 2, is that the Southeast corner of the forty?

A: Yes sir.

Q: And that was the starting point?

A: Yes sir.

Q: And in making your calculations having in mind this plat here you overlooked these two lots and that street and the intention was to convey Lots 1 and 2?

A: To convey Lots 1 and 2, right here. The garage was on this lot and this was a vacant lot.

Q: What you intended to convey was lots 1 and 2?

A: Lots 1 and 2 as Ellgriff's Plot stands now.

Q: By reason of this mistake, overlooking the church lots, 6 and 7 in Block 2, and Alabama Street, there was included by the description by metes and bounds as given, Lots 4 and 5, when they should have been Lots 1 and 2?

A: Yes.

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Q: And you state that a mistake was made in the description?

A: Yes sir.

Q: Of the land in the Mortgage which described what you thought was Lots 1 and 2, when the description states "Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 11, Township 5 South of Range 3 East, run North 36 feet, you say that was to offset the road?"

A: Yes.

Q: Thence run West 500 feet for a point of beginning, thence North 142 feet, thence West 100 feet, thence South 142 feet, thence East 100 feet, containing two lots 50 feet by 142 feet, each being a part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 5 South of Range 3 East of St. Stephens Meridian in Alabama, the Baldwin County Garage being located on the West side of the last above described parcel of land. Now the mistake was made when you got your starting point at 500 feet which should have been considerable on over further, should it not, Mr. Griffin?

A: It should have been 650 feet instead of 500 feet, these two lots and that street would make it exactly.

Q: And the land described in the Mortgage as set forth here in the third paragraph of the Bill, which I have just called your attention to, that would not carry the Baldwin County Garage building, would it?

A: No sir.

Q: That would be at least 100 feet East of the Baldwin County Garage?

A: Just one hundred feet.

Q: The west line?

A: Yes sir.

Q: The West line of the lot next to the garage would be 100 feet East of the building?

A: Yes sir, exactly.

Q: And it was understood there between the Baldwin County Bank and Judge Stapleton, the president of the Bank, representing the Bank in the transaction, wasn't he?

A: Yes sir. Judge Stapleton knew the property and I went to him and told him "Now Judge, I want to give you these two lots with this building on as security", and he said yes, they would make it all right by keeping the building insured. He said make it payable to the Bank so that it will make the security good for the Bank, and that's what I did. There's the policy there.

Q: This the Insurance Policy?

A: Yes, showing that I did it accordingly.

Q: That's the Insurance Policy there?

A: That's one of them, yes sir. I kept it insured just as long as the Bank had a Mortgage on it in favor of the Baldwin County Bank.

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Q: This is one of the policies?

A: Yes sir, that's one of them.

Q: The Complainant introduces Fire Insurance Policy of Franklin Fire Insurance Company of Philadelphia to Willie B. Griffin, loss payable to Baldwin County Bank, dated 7th day of February, 1923, expiring the 7th day of February, 1924, and asks that the same be marked Exhibit "B" to the witness' testimony. Complainant introduces Fire Insurance Policy of Franklin Fire Insurance Company of Philadelphia to Willie B. Griffin, dated 7th day of February, 1924, expiring the 7th day of February, 1925, with loss payable to Baldwin County Bank, and asks that the same be marked Exhibit "C" to the witnesses testimony.

A: I couldn't find all the policies. I looked up all I could find. I found some more the other day but didn't bring them along.

Q: Now the lots described in this third paragraph, starting 500 feet West of the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 11, Township 5 South of Range 3 East, describes Lots 4 and 5 in Ellgriff's Addition?

A: Yes.

Q: But there was no intention to convey these lots?

A: No intention to convey those lots. They were vacant lots at that time, nothing on them but grass and weeds.

Q: And the Bank understood that they weren't getting them?

A: Yes sir.

Q: And it was understood that you all were not conveying them?

A: Yes.

Q: And you say they were vacant lots at the time?

A: Yes.

Q: The only improved lots that you owned there at that time were Lots 1 and 2?

A: Yes sir.

Q: And that's what you intended to convey?

A: That's what it was intended to convey, what I thought I did convey up until last year.

Q: I understood you to say that Judge Stapleton was the President of the Bank at the time?

A: He was.

Q: And that he handled the transaction for the Bank?

A: He did.

Q: And that you and the Judge understood exactly as to what property that you were giving the Bank as security?

A: Yes, Judge had seen the property many a time, and he knew just what the property was when I told him.

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Q: And he discussed the garage building, didn't he?

A: Yes.

Q: And said it would be all right provided you carried insurance?

A: Kept the insurance payable to the Baldwin County Bank, to make the Bank secure you see.

Q: They would have a Mortgage on Lots 1 and 2 where the building stood, and not on Lots 4 and 5?

A: Not at all, never thought of making it on 4 and 5.

Q: Now, Mr. Griffin, on July 30th, 1924, did the Baldwin County Bank give you a Release as to what you thought was Lots 1 and 2?

A: Yes sir, they gave me a release to the lots they had a Mortgage on.

Q: Did that Release recite to release from the operation of that Mortgage for the consideration of \$1000.00 you paid them the following property:- Beginning at the Southeast corner of the Northwest Quarter of Southwest Quarter of Section 11, Township 5 South of Range 3 East, run North 36 feet, thence run West 500 feet for a point of beginning, thence North 142 feet, thence West 100 feet, thence South 142 feet, thence East 100 feet, containing two lots 50 feet by 142 feet, each being a part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 5 South of Range 3 East of St. Stephens Meridian in Alabama, the Baldwin County Garage being located on the West side of the last above described parcel of land?

A: That's my recollection, I haven't got it.

Q: That they gave you a release in writing?

A: I know they gave me a Release for this property, just exactly how it was described in the Release I can't remember.

Q: But to those lots in Ellgriff's Addition on which they had a Mortgage?

A: Yes sir.

Q: They gave you a Release?

A: Yes sir.

Q: And you paid them \$1000.00?

A: Yes sir.

Q: And they executed the Release in writing?

A: Yes sir.

Q: Signed by the Baldwin County Bank?

A: Yes sir.

Q: By Judge Stapleton as President?

A: Yes sir.

Q: And that was delivered to you?

A: Yes sir.

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Q: What became of the Release?

A: I don't know. I misplaced it someway. I have got it but can't find it.

Q: Have you looked where you usually keep your papers?

A: Yes.

Q: Made a thorough and diligent search?

A: Yes, but I've been unable to find it. I misplaced it or lost it. It goes to substantiate it that I gave them a Mortgage on the very same property that was conveyed here and then paid them off, and you have that paid Mortgage there. If they had had a Mortgage on it they wouldn't have given me \$1200.00 on the same two lots.

Q: Afterwards you borrowed \$1200.00 on Lots 1 and 2?

A: That's the Mortgage and Note there, and marked paid, that's four or five years after that. I got in a tight and I always went to them when I was in a tight.

Q: Is this the Mortgage here Mr. Griffin?

A: Yes sir, that's it.

Q: Is this the Note that accompanied it?

A: Yes sir, that's it.

Q: And this is another note accompanying it?

A: That's the renewal note, and there is the \$1200.00 check that I paid it with.

Q: We introduce the Mortgage there, together with the notes accompanying it, together with the check paying the Note, the paid check, and ask the Commissioner to mark them Exhibits "C", "D", "E" and "F" and make the same a part of the testimony of the witness. Now at the time that you got this Release you were under the impression and the Bank was under the impression that they had a Mortgage on Lots 1 and 2?

A: Absolutely.

Q: And they gave you the release that described it just as I have read the description to you and is set forth here in this paragraph?

A: That's my best recollection, according to the description in the Mortgage.

Q: And it is only here within the last year that you found out--

A: When this suit was filed.

Q: When this suit was filed, that there had been a misdescription in this property?

A: Didn't know it until then.

Q: That the Mortgage so misdescribed it so as to include Lots 4 and 5 in Block 1, Ellgriff's Addition, when it should have included 1 and 2?

A: That's exactly right. Goes to show that I wouldn't have sold

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my own son those two lots the following year, in '23 or '24, those two lots that's described there. I sold them to him, never thought of a Mortgage being on them.

Q: Who did he sell them to?

A: To the Standard Oil Company or the Sherrill Oil Company.

Q: That was how long after he purchased them from you?

A: Two or three years.

Q: And they proceeded to erect a building on it? Who erected the building?

A: My son, Fred.

Q: What kind of building did he put on there?

A: A brick building.

Q: What's the dimensions of it?

A: I think about 40x60 or 80.

Q: What was the approximate cost of it?

A: I don't know.

Q: Got any Judgment about it?

A: I don't know, I don't remember that I ever heard Fred say what it cost, and I don't know anything about brick buildings.

Q: Nice building, though?

A: Yes sir, good building.

Q: Been any improvements on it since the Sherrill Oil Company took it over?

A: I don't think so, unless repairs, changing doors or something like that. Been nothing else built to it. Been painted, the wood work etc., all the repairs I know about.

Q: Sherrill Oil Company is carrying on its business there now?

A: Yes sir.

Q: And was at the time of the filing of this Bill of Complaint.

A: Yes sir.

Q: At the time that this bill was filed by the Baldwin County Bank was advertising the property to be sold under this Mortgage?

A: Yes sir.

Q: And foreclosed about January 2nd, 1934?

A: Yes sir.

Q: Mr. Griffin, this indebtedness that we have been talking about, that existed in November '22, was that an indebtedness of yours and Mrs. Willie Griffin's?

A: Yes sir.

Q: You all executed a joint Note?

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A: Yes sir.

Q: It was a joint obligation of yours with the Baldwin County Bank?

A: Yes sir.

CROSS-EXAMINATION BY HON. W. C. BEEBE.

Q: Mr. Griffin, you say when you made application for this loan you talked with Mr. Stapleton?

A: Yes sir.

Q: And he agreed to let you have the money and then sent you to Judge Hall, did he not, to draw the papers?

A: Yes sir.

Q: And you told Judge Hall what description to put in, didn't you?

A: Yes sir.

Q: And you didn't tell Mr. Stapleton what description, did you or did you not?

A: I told Mr. Stapleton what lots I was going to give the Mortgage on. I didn't read over the description to Judge Stapleton that I remember.

Q: But you did read it to Judge Hall?

A: I gave it to him, yes sir.

Q: Do you remember before whom you executed the Mortgage?

A: I don't remember whether it was the lady that worked in the Bank or whether it was Miss Cornelia Hall.

Q: Is that the original of the paper, Mr. Griffin, of the Mortgage?

A: Yes sir, that's it.

Q: That's the original of the Mortgage?

A: Yes sir.

Q: Now the date of that Mortgage is--

A: November 25th, 1922.

Q: Now did you later renew that for that amount in May, 1923?

A: I think so.

Q: Is that a renewal note?

A: Yes sir, May 1923.

Q: It is signed by J. C. Griffin and Willie Griffin. Now when was it, Mr. Griffin, that you paid \$1000.00 on this note?

A: My recollection is in '23 or '24. Might have been a little later than that, I don't remember just exactly how many years it was. In '23 or '24, I believe it was '24. To the best of my recollection it was in '24.

Q: Then later did you give a renewal note in July, 1931, for \$4500.00?

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A: I think so.

Q: You and your wife?

A: Yes sir.

Q: Is that the renewal of it?

A: Yes sir, that's it.

Q: That's signed by you and your wife?

A: Yes sir.

Q: Now the payment that you made at that time, was the payment of \$1000.00 made at this time or later?

A: It was made before that.

Q: And it had been renewed in the meantime, it had been made before this note. Has there been any payment on this note since then?

A: Nothing but the interest that I know of and \$600.00.

Q: And \$600.00 was paid on July 31st, 1933. And there was no interest paid after July 31st, 1931, was there?

A: Not that I remember.

Q: At that time it was renewed to January 2nd, 1932?

A: Yes sir.

Q: And the Bank closed in January, '32, or February?

A: Yes.

Q: And at the time of the closing you had \$2.18 deposit there, didn't you?

A: I think so.

Q: And that is the \$2.18 credit shown on your note there?

A: I don't know exactly how much it was. I knew I didn't have but a very little bit.

Q: And there's been no payments other than those noted on this Note, \$2.18 on August 16th, 1932, credit of the account, and \$600.00 July 31st, 1933, and that was cash paid for a release on part of the property, so that the amount due on the note is \$4500.00 less those payments?

A: Yes sir.

Mr. Beebe: Mr. Hybart it may be that later on with your permission we can attach these to his testimony and use this for the reference instead of our taking testimony. Will that be all right? I don't know now that I want to do it, but later on we may decide to do that. Might as well do it now, I suppose. I'll ask you, Mr. Griffin, to attach these to your deposition and mark them Exhibits A-1, A-2 and A-5.

Q: Now later, Mr. Griffin, you sold these Lots 4 and 5 you said to your son, Fred Griffin?

A: Yes sir.

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Q: When was that, do you recall?

A: I think it was in '23, if I remember just right.

Q: As soon as you sold it did he build on this property?

A: Pretty soon, yes. I don't remember exactly how long.

Q: Did you sell it to him at the time or before you paid the \$1000.00 and got the Release you told about?

A: I don't remember whether I sold it to him just right at that time, just before or just after.

Q: And he put up this brick building that's on there now?

A: He did.

Q: Was there any other building on these lots 4 or 5?

A: Not a sign of a building.

Q: They were vacant lots altogether?

A: Vacant lots. Nothing but weeds and grass on them.

Q: Did he have a contractor or build that with day labor?

A: I think he contracted part of it, I don't remember.

Q: At the time you paid the thousand dollars to whom did you pay it?

A: I paid it to the Baldwin County Bank.

Q: To Stapleton or Hall or whom?

A: I paid it to whoever was the receiver at the window. To the best of my recollection I paid it to Mr. Stapleton, but I wouldn't swear that.

Q: Did they give you a release right at that time?

A: That's my recollection. Right then or within a few days. I don't remember whether it was that day or the next day, but right about that time.

Q: You don't recall just when they gave you the release?

A: Not exactly.

Q: Do you remember who signed the Release?

A: Mr. Stapleton, as President of the Bank.

Q: Was it acknowledged, or do you recall?

A: Why yes, that's my recollection.

Q: Did it have a back on it or was it a plain white piece of paper?

A: I don't remember the color, but it was a regular release form is my recollection.

Q: A printed form?

A: Yes sir.

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Q: And signed by Mr. Stapleton?

A: Yes sir.

Q: And acknowledged before whom?

A: Before the stenographer, the Notary Public who worked in the Bank.

Q: Was it a young lady?

A: Yes.

Q: Was it Miss Winnie G. Scarborough?

A: I think she was there at that time, to the best of my recollection.

Q: Was her name signed to it?

A: I wouldn't swear to it, but I think so. It was a Notary Public in the Bank.

Q: How did you pay it, with a check or cash?

A: I paid it with a check.

Q: On the Baldwin County Bank?

A: I think so, that's my recollection.

Q: And you don't recall the exact date of that?

A: No sir.

Q: Have you got that check?

A: I have looked for it but I can't find it. I have got three or four bushels of those old checks.

Q: Do you know the date of it?

A: No sir, I don't remember the exact date.

Q: Was it before the storm in 1926?

A: I don't remember. I remember the storm, but not what happened before or since.

Q: Do you remember the time of year you paid it?

A: I think it was in the fall.

Q: And you don't recall whether it was before or after the storm of 1926?

Mr. Hybart: Refresh your recollections there with a paper I found in the file.

A: Yes sir, that was on July 30th, 1924.

Q: July 30th, 1924?

A: That's the date. I didn't remember exactly, but I thought it was '23 or '24.

Q: Now you get that date from a letter that was handed to you?

A: Yes sir.

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Q: When was that letter written?

A: When is it dated? September 13th, 1933.

Q: Written by Judge W. D. Stapleton?

A: Yes sir.

Q: That was written after the Bank closed?

A: Yes sir.

Q: You have no letter or anything that will show the date that you paid it now have you, except this letter?

A: That's all.

Q: And at the time of this Mortgage & at the time of the Release of this Lot 4 and 5 from the Mortgage there was no building of any description on this property?

A: Not on 4 and 5. At the time of this Release? Now I don't remember whether he had built that building by then or not. At the time the Mortgage was given there was no building on 4 and 5.

Q: But there was a frame building known as the Baldwin County Garage on Lots 1 and 2?

A: On Lot 2.

Q: And it was the intention to convey Lots 1 and 2 where the building then stood?

A: Yes sir. That was the full intention.

Q: You own Lots 1 and 2 now?

A: My wife owns them, but J. S. Morris has a Mortgage on it.

Q: Do you know how much that Mortgage is?

A: One Thousand Dollars.

Q: Now what size building is this building that's on there?

A: 24x36 the front part of it, and the rear is 24 by, I don't remember exactly, 40 or 50 or 60, something like that.

Q: It is a frame building?

A: Frame building.

EX-101-100

TESTIMONY OF MR. W. D. STAPLETON. DIRECT EXAMINATION BY HON. CL. HYBART, ONE OF THE SOLICITORS FOR COMPLAINANTS.

Q: This is Judge W. D. Stapleton?

A: Yes sir.

Q: In 1922, '23 and '24, and in fact up to about 1932, you were President of the Baldwin County Bank, were you not?

A: Yes sir.

Q: You were the active President?

A: Yes sir.

Q: On November 25th, 1922, did Mr. J. C. Griffin and his wife, Mrs. Willie Griffin, execute a Mortgage to the Baldwin County Bank on certain real estate?

A: Yes sir.

Q: Described as, have you got the Mortgage over there? Let's see that. Witness is shown Respondent's Exhibit A-1, the same purporting to be a Mortgage executed by J. C. Griffin and Mrs. Willie Griffin to the Baldwin County Bank. Now in that Mortgage, Judge Stapleton, there is what is ascertained to be lots 4 and 5 in Block 1 in the Ellgriff's Addition, described by metes and bounds. Was it the intention of the Bank to take a Mortgage on Lots 1 and 2 according to Ellgriff's Addition, on which the Baldwin County Garage was then located?

A: Yes sir. It was intended to take it on that building, those lots and that building.

Q: And if it was on Lots 1 and 2 that was what you intended to take it on?

A: Yes sir.

Q: And the Mortgage was put on 4 and 5, which were vacant lots. It wasn't the intention of the Bank to take the Mortgage on that?

A: No sir.

Q: Now something was said, if you recall, about insurance on this building between you and Mr. Griffin?

A: Yes sir, we insisted on the insurance being transferred to the Bank.

Q: That he take out insurance on that?

A: Yes sir.

Q: And it was the Bank's intention to take a Mortgage on Lots 1 and 2 according to Ellgriff's Addition, and not on Lots 4 and 5?

A: Yes sir.

Q: That was the contract between you and the Griffin's?

A: Yes sir.

Q: And that's what you thought you had taken?

A: Yes sir.

Q: Judge Stapleton, did you write that letter?

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A: I signed it, yes sir. I don't know as I wrote it.

Q: Are the contents correct?

A: Yes sir.

Q: The witness is shown letter written by him on September 13th, 1933, to the Baldwin County Bank, made a part of his testimony as Exhibit C to his testimony, and ask that the same be attached. Now later on, on July 30th, 1934, did the Baldwin County Bank release from the operation of its mortgage the property described in said letter; that is, Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 11, Township 5 South of Range 3 East, run North 36 feet, thence run West 500 feet for a point of beginning, thence North 142 feet, thence West 100 feet, thence South 142 feet, thence East 100 feet, containing two lots 50x142 feet each, being a part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 5 South of Range 3 East of St. Stephens Meridian in Alabama, the Baldwin County Garage being located on the west side of the last above described land?

A: What's the question?

Q: Did the Baldwin County Bank release that from the operation of the Mortgage?

A: Griffin came in and paid us \$1000.00 and we released what we thought was those two lots with the building on it. I don't know how it was described.

Q: Did you prepare him a written release?

A: My recollection is that ^{when} we made a partial release we just made a Quit Claim Deed for the part released.

Q: And that was acknowledged before some Notary Public?

A: Yes sir.

Q: And executed there by the Bank with you as President?

A: When a Mortgage was paid in full we had forms there for release. When we made a partial release we gave a Quit Claim Deed.

Q: According to your best recollections you gave J. C. Griffin and Willie Griffin a Quit Claim Deed as to the property described in the bill.

A: It may have been described that way and may have been described as Lots 1 and 2, or 2 and 3, but we intended to release that property on that building.

Q: And if that is the only property he had in that subdivision-- was it?

A: All he owned.

Q: What you intended to do was to release the property that you had in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 11, Township 5 South, Range 3 East?

A: I don't remember about the section, but I know what property we intended to release was those lots with the building on it.

Q: That's what you thought you had a Mortgage on?

A: Yes sir, and that's what we thought we were releasing.

(page two)

(page three)

Q: And if it was on Lots 3 and 4 in the mortgage there you released whatever that was described there for a consideration of one thousand dollars?

A: Yes sir.

Q: The Bank got the money?

A: Yes sir.

CROSS-EXAMINATION BY HON. W. C. BEEBE.

Q: Mr. Stapleton I hand you two notes, marked Exhibits A-2 & 3. Please examine them and see if those are the notes given in renewal of the original indebtedness secured by that Mortgage?

A: I think so, Mr. Beebe.

Q: To the best of your information, best of your knowledge, those are the two notes?

A: Yes sir.

Q: That's J. C. Griffin's and Willie Griffin's signature to those notes?

A: Yes sir.

Q: Now Mr. Stapleton did you recall the exact time of the payment of this thousand dollars and the release to this land?

A: No sir, I don't remember the exact time. Where I got this date was by the credit on the note, I think. I can't remember exactly, but I know it was paid.

Q: The original indebtedness was \$5500.00 and until the Bank closed there was only one thousand dollars paid, and that was paid some time in July, 1924, and at the time the Bank closed this note of \$4500.00 was the indebtedness at that time, due January 2nd, 1932?

A: Yes.

RE-DIRECT EXAMINATION BY HON. C. L. HYBART.

Q: He has shown you here a renewal note dated May 25th, 1923 for \$5500.00. At the time that note was made that release had not been executed, in May, 1923?

A: No sir.

Q: On July 6th, 1931, he gives a note here for \$4500.00. That was a renewal of the indebtedness in the then shape of the security, with this property released therefrom?

A: Yes sir.

Mr. Hybart: Give Judge Stapleton 1 day's attendance.

TESTIMONY OF FRED GRIFFIN. DIRECT EXAMINATION BY HON. C. L. HYBART,
ONE OF THE SOLICITORS FOR COMPLAINANTS.

Q: This is Mr. Fred Griffin?

A: Yes sir.

Q: Mr. Griffin you're the son of Mr. J. C. Griffin?

A: Yes sir.

Q: And you're the present owner are you not of the, of Lots 4 and 5, Ellgriff's Addition?

A: No sir.

Q: Did you ever own Lots 4 and 5, Block 1, Ellgriff's Addition?

A: Yes sir.

Q: Whom did you buy that from?

A: From my mother and father.

Q: They execute to you a Warranty Deed?

A: Yes sir.

Q: Do you remember what year it was you bought this land from them?

A: Quite sure it was '24.

Q: You don't remember the exact date?

A: If I am at all right I think I bought it early in '24. We built the building then.

Q: Vacant lots when you bought them, weeds out there?

A: Yes sir.

Q: Do you recall what you paid for the lots?

A: \$300.00.

Q: \$300.00 for the lots? The two of them?

A: Yes sir.

Q: And west of those lots were 1 and 2 in the same block, and on these lots 1 and 2 was a garage, wasn't there?

A: On Lot 2 was the Baldwin County Garage. I then was doing business in that place.

Q: A two story building?

A: Yes sir, two story.

Q: Did you make any additions there while you were using it?

A: I built a back end one story high.

Q: That was owned by your mother, I believe?

A: Yes sir.

Q: And what size building was that?

A: The building is 24x36 and the addition was 24x60, I believe.

(page two)

Q: Those lots are right on the street, aren't they, and doesn't the highway run along the west of the lot there?

A: No sir, they're down in the Town of Loxley. Over East of the railroad track.

Q: And front on the street?

A: Yes, I don't know the name of the street, on the main street running East and West through the town of Loxley.

Q: And on the East side of the railroad?

A: Yes. Now that Baldwin County Garage, when I moved into this new brick building it was still the Baldwin County Garage. That was the name of the business and I carried it with me.

Q: But in '24 and in '22 when this mortgage was executed there was only the one Baldwin County Garage building there in the Town of Loxley?

A: Yes. It was located on what is Lot 2 now of the Ellgriff Addition. At that time the lots hadn't been platted.

Q: After you moved over there what sort of building did you construct on this lot?

A: First I built a brick building, 50x50.

Q: What was the cost approximately?

A: The contract on it was \$2350.00, I believe. That was in '24.

Q: Now what did you construct there afterwards?

A: I built fifty feet on the back end about a year or so later.

Q: At a cost of what?

A: Around \$1700.00.

Q: Make any other improvements?

A: That's all. We built a little building on the side for a rest room, cost about \$200.00.

Q: Now you say that they gave you a Deed. What became of it?

A: They gave me a deed and I recorded the Deed and had an Abstract made on the property, and I borrowed money from the Standard Oil Company to make the improvements. Three years later, in '26 or '27 I sold that property. I paid off the Mortgage to Standard Oil and sold the property to Sherrill Oil Co.

Q: At the time you made this Abstract there did the Abstract pass?

A: The Standard Oil Company took the Abstract and had it examined in Bay Minette by some Attorney, and they sent it to their Attorneys in Louisville and they sent a check for the \$2000.00 I borrowed. I made them 100 notes for \$20.00 each.

Q: Who passed the Abstract?

A: Mr. Beebe. If I recall Mr. Stone made the Abstract and Mr. Beebe passed it for the Standard Oil Company.

(page two)

Mr. Beebe: Mr. Jenkins, what's a reasonable Attorney's fee for foreclosing, for defending a suit to enjoin foreclosure and foreclosing a Mortgage where the amount involved, principal and interest, is \$5099.00?

Mr. Jenkins: I don't know Beebe, the Bar rate is 15% for the general collection fee. 10% would be \$500.00, wouldn't it?

Q: Do you think 10% is reasonable?

A: Yes.

I, Mary Green, as Commissioner, hereby certify that the foregoing depositions on Oral Examination were taken down in writing by me in the words of the witnesses, said witnesses having been duly sworn, at the time and place herein mentioned; that I have personal knowledge of personal identity of said witnesses; that I am not of counsel or of kin to any of the parties to said cause, or in any manner interested in the result thereof.

Given under my hand and seal, this 6th day of August, 1935.

Mary Green

(page three)

Q: Did they have another abstract made?

A: No, when I paid the mortgage off to Standard Oil Company and got the Abstract back, I had it brought down to date and turned it over to Sherrill Oil Company, and they had their Attorneys here in Bay Minette, I don't know who, examine it, and they passed it.

Q: You sold it to the Sherrill Oil Company?

A: Yes sir, 1927.

Q: And all told you have improved the place some four or five thousand dollars, that is, before you sold it?

A: Before I sold it I had spent on improvements about Forty-two to Forty-five hundred dollars.

Q: When was it that you discovered that you were mixed up in this Mortgage?

A: When I discovered that was a very short time before I came up here and got you to stop that foreclosure, just before they started to foreclose it. In fact, I had not discovered it when I paid them to release the second Mortgage.

Q: You had not discovered it at that time?

A: No sir.

Q: This lot 1 and 2, the garage building is still on it?

A: Yes sir, it is still there, except that addition that I built on, that sixty feet I think, has about all fallen down, but the original building is still there. The addition was built out of rough lumber, cheap.

CROSS-EXAMINATION BY HON. W. C. BEEBE.

Q: Mr. Griffin, just to keep the record straight, you say that Mr. Stone made the Abstract and I passed on it?

A: Yes sir.

Q: Do you know whether or not this Mortgage was shown in the Abstract?

A: I don't know a thing in the world about the Abstract.

RE-DIRECT EXAMINATION BY HON. C. L. HYBART.

Q: I believe you have stated that your father and mother gave you a Warranty Deed to this property in '24, to your best recollection?

A: I'm sure it was a Warranty Deed. It was a Deed, and is recorded.

Q: Do you know where that Deed is?

A: I do not.

Q: Have you made a search for it?

A: Yes, but I'm quite sure that it is attached to those papers and Abstract I gave the Sherrill Oil Company.

Mr. Beebe: We'll waive accounting for anything that's on record.

ELLGR

L

ELLISON'S N. Line.

23

107.5 = 165'

Half Sec. Corner.

Bay Minette Ala Nov 19-1928.

SURV

I, R.J. Greenwood County Surveyor of Baldwin
of Land owned by R. Ellison, Mrs Willie B Griffin
under the direction of said owners, have plotted the same
tation of said plot, showing the true dimension
Survey.

OWN

We R. Ellison, Mrs Willie B Griffins and Fred C
R.J. Greenwood County Surveyor, do hereby

ACKN

STATE OF ALABAMA }
BALDWIN COUNTY } I. W. PEA
hereby certify that R. J.
are signed to the forego
ledged before me on this da
Executed the same Volunta
Given under my hand and seal

WEST LINE. SEC 11 T55 R3E

35

90

1511

557

67

Handwritten notes on the left margin, including "107.5 = 165'" and "WEST LINE. SEC 11 T55 R3E".

...Lisson, Mrs Willie B Griffins and Fred
R. J Greenwood County Surveyor, do hereby

STATE OF ALABAMA }
BALDWIN COUNTY } I. W. M
hereby Certify that R. J
are signed to the for
ledged before me on this
Executed the same Volun
Given under my hand and s

11/15/11
B. J. O.
B. J. O.

WEST LINE. SEC 11 T75S R10E

30
30

141.1

557'

L + N
PROPERTY

L + N
R.R.

Depot.

LOVELLY
URANK

SW Corner. NW 1/4 SW 1/4
SEC 11-5-3

WEBER STORE
LOT.

BLOC

DI

62
10
65.4
63
58.3
55
12
50
16
50 50 50
50 50 50

491.5'

36'

8

7

6

5

OFF ADDITION TO LOXLEY

SCALE 100' = 1"

MEASURER'S CERTIFICATE.

I, *Greenwood* Alabama do hereby Certify that I have this day made a survey of certain tracts and Fred C Griffin in the NW 1/4 of SW 1/4 of Sec 11 T. 6 S. R. 3 E. and at the request and as ELLGRIFF ADDITION TO LOXLEY. And that the map below is a true representation of All Lots Streets and alleys and the relation of this plat to the Government Greenwood County Surveyor.

OWNER'S ACCEPTANCE

I, the owners of all the lots in ELLGRIFF ADDITION TO LOXLEY do hereby accept the plat as laid out and dedicate the Streets and Alleys to the public.

Ellison Owner. Blocks 3 & 4, Lots 8, 9, 10, 11, 12 Block 1 and 8, 9, 10, 11, 12, 13, 14 Block 2
Griffin Owner Lots 1, 2, 3, 4, 5, 6, 7 Block 1
Griffin Owner Lots 1, 2, 3, 4, 5 Block 2.

ACKNOWLEDGEMENT.

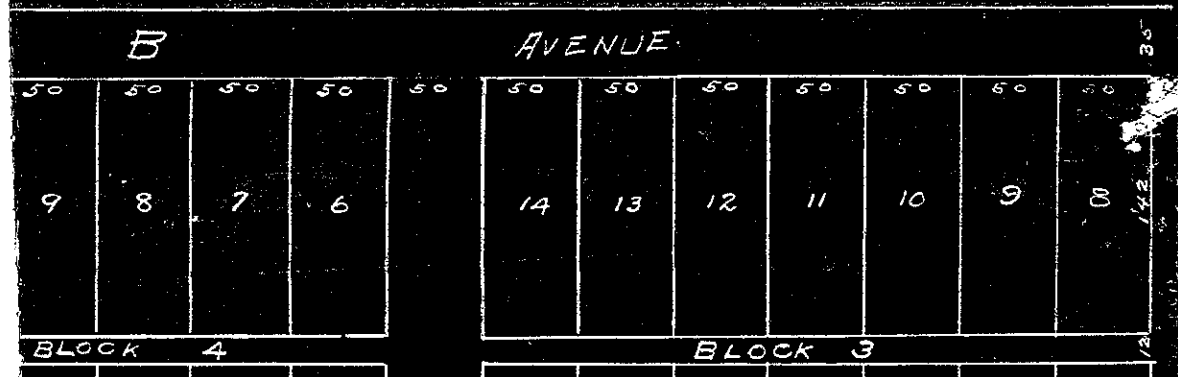
W. H. HALL A Notary Public in and for said County and State
Ellison, Mrs Willie B Griffin and Fred C. Griffin whose names
being Owners Acceptance, and who are known to me, acknowledge
that being informed of the contents and meaning of said plat
on the day the same bears date.
This the 21st day of Nov

KNOWLEDGE MENT.

W. HALL... A Notary Public in and for said County and State
Ellison, Mrs Willie B Griffin and Fred C. Griffin whose names
ing Owners Acceptance, and who are known to me, acknow-
that being informed of the Contents and meaning of said plat
ly on the day the same bears date.
this the 21st day of Nov 1923.

W Percy Hall

Notary Public.



No. 115

The Franklin Fire Insurance Co. of Philadelphia



Exhibit "B"
M. A. R. C. M.

Amount \$ 1000.00 Rate 5.90 Premium \$ 59.00

In Consideration of the Stipulations herein named and of

fifty nine and no/100- - - - - Dollars Premium,

Does Insure Willie B. Griffin

for the term of One year

from the 7th day of February 19 23, at noon,

to the 7th day of February 19 24, at noon,

against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding One thousand- Dollars,

to the following described property while located and contained as described herein, and not elsewhere,

to-wit:

Form No. 1-E.

BUILDING OCCUPIED AS PUBLIC AUTOMOBILE REPOSITORIES AND GARAGES.

(With Three-fourths Value Clause.)



\$ 1000.00 On the one&two story frame building, with shingles&composition roof, including foundations, partitions, and all permanent fixtures attached thereto, while occupied as an automobile repository or garage, situated No. _____ on the _____ side of _____ Street, in Drexel, Ala. No. 299 Blk. 4. Sht. 1.

\$ _____ On their fixed and movable machinery, including shafting, belting, hangers, connections, tools, and all appurtenances and appliances necessary to the proper conduct of a public Automobile Garage and Repair Shop, only while contained in the above described building.

\$ _____ On _____

\$ _____

This insurance is effected subject to the following conditions, which are hereby made warranties by the assured, and are accepted as parts of this contract:

No additional insurance permitted unless the amounts are inserted by agent of this Company in the blank spaces below, viz.: \$ _____ on Building; \$ _____ on Machinery; \$ _____ on _____

Three-Fourths Value Clause—It is understood and agreed to be a condition of this insurance that, in the event of loss or damage by fire to the property insured under this policy, this company shall not be liable for an amount greater than three-fourths of the actual cash value of each item of property insured by this policy (not exceeding the amount insured on each such item) at the time immediately preceding such loss or damage; and in the event of additional insurance—if any is permitted hereon—then this company shall be liable for its proportion only of three-fourths of such cash value of each item insured at the time of the fire not exceeding the amount insured on each such item.

It is warranted by the assured that no smoking or artificial light other than incandescent electric, or heat other than steam, hot water or hot air, shall be permitted in the same room or rooms adjoining and communicating with that in which the machines are kept, and no repairs requiring the use of artificial heat or open flame shall be made in the building.

It is further warranted by the assured that the cleaning of any automobile or its parts with gasoline or other volatile oils shall not be allowed in any building or buildings in which this policy covers; that the automobile reservoirs for storage of gasoline or other volatile oils shall be filled by daylight or incandescent electric light only, and that at no time shall there be stored any gasoline or other volatile oil in any such building where above-named machines are housed exceeding one gallon in the chamber of a measuring or similar pump, except that contained in the machine reservoirs, and that when more than ten gallons of gasoline is kept outside of any such building it shall be underground or thirty feet removed from insured property. However, the supply tank may be buried not less than two feet underneath the basement floor, with all pipes for filling or ventilating carried outside the building. The term gasoline shall be held to include naphtha, benzine, or any of the light products of petroleum by whatever name known.

The Franklin Fire Insurance Company

OF PHILADELPHIA

ELBRIDGE G. SNOW, President.

C. C. BUSWELL, Vice-President

CLARENCE A. LUDLUM, Vice-President.

CHARLES L. TYNER, Vice-President and Secretary

KURTH, Secretary.

HAROLD V. SMITH, Secretary.

A. STEEL, Assistant Secretary.

VINCENT P. WYATT, Assistant Secretary.

Standard Fire Insurance Policy

Expires February 7th, 1921.

Property Garage.

Amount \$ 1000.00

Premium \$ 50.00

J. M. MILLER, B. OFFICER.

No. 115



Receipt for Return Premium

To be Signed by the Assured

Agency _____ 19__

IN CONSIDERATION OF

_____ Dollars

return premium, receipt of which is hereby acknowledged, this Policy is hereby cancelled and surrendered to the Company.

Assured.

YEAR	MO.	DAY

at rate, \$ _____

ed, - - - \$ _____

state reason why:

No.

162

14

STOCK COMPANY

The Franklin Fire Insurance Co. of Philadelphia



Exhibit "C"
in S. S. Commissioner

Amount \$ 1000.00 Rate 5.90 Premium \$ 59.00

In Consideration of the Stipulations herein named and of

Fifty Nine And no/100----- Dollars Premium

Does Insure Willie B. Griffin

for the term of one year

from the 7th day of February 1924 at noon

to the 7th day of February 1925 at noon

against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding One Thousand----- Dollars,

to the following described property while located and contained as described herein, and not elsewhere, to-wit:

\$ 1000.00 On the one & two story frame building, with shingle & cement roof, including foundations, partitions, and all permanent fixtures attached thereto, while occupied as an automobile repository or garage, situated No. 209 on the ----- side of ----- Street, in Loxley, Ala. No. 209 Blk. A., Sht. 1

\$----- On their fixed and movable machinery, including shafting, belting, hangers, connections, tools, and all appurtenances and appliances necessary to the proper conduct of a public Automobile Garage and Repair Shop, only while contained in the above described building.

\$----- On -----

\$-----

This insurance is effected subject to the following conditions, which are hereby made warranties by the assured, and are accepted as parts of this contract:

No additional insurance permitted unless the amounts are inserted by agent of this Company in the blank spaces below, viz.: \$----- on Building; \$----- on Machinery; \$----- on -----

Three-Fourths Value Clause—It is understood and agreed to be a condition of this insurance that, in the event of loss or damage by fire to the property insured under this policy, this company shall not be liable for an amount greater than three-fourths of the actual cash value of each item of property insured by this policy (not exceeding the amount insured on each such item) at the time immediately preceding such loss or damage; and in the event of additional insurance—if any is permitted hereon—then this company shall be liable for its proportion only of three-fourths of such cash value of each item insured at the time of the fire not exceeding the amount insured on each such item.

It is warranted by the assured that no smoking or artificial light other than incandescent electric, or heat other than steam, hot water or hot air, shall be permitted in the same room or rooms adjoining and communicating with that in which the machines are kept, and no repairs requiring the use of artificial heat or open flame shall be made in the building.

It is further warranted by the assured that the cleaning of any automobile or its parts with gasoline or other volatile oils shall not be allowed in any building or buildings in which this policy covers; that the automobile reservoirs for storage of gasoline or other volatile oils shall be filled by daylight or incandescent electric light only, and that at no time shall there be stored any gasoline or other volatile oil in any such building where above named machines are housed exceeding one gallon in the chamber of a measuring or similar pump, except that contained in the machine reservoirs, and that when more than ten gallons of gasoline is kept outside of any such building it shall be underground or thirty feet removed from insured property. However, the supply tank may be buried not less than two feet underneath the basement floor, with all pipes for filling or ventilating carried outside the building. The term gasoline shall be held to include naphtha, benzine, or any of the light products of petroleum by whatever name known.

The Franklin Fire Insurance Company

OF PHILADELPHIA

ELBRIDGE G. SNOW, PRESIDENT

FREDERIC C. BUSWELL, VICE-PRESIDENT.

CLARENCE A. LUDLUM, VICE-PRESIDENT.

CHARLES L. TYNER, VICE-PRESIDENT AND TREASURER

WILFRED KURTH, VICE-PRES. AND SEC'Y.

HAROLD V. SMITH, SECRETARY.

JOSEPH A. STEEL, ASSISTANT SECRETARY.

VINCENT P. WYATT, ASSISTANT SECRETARY

Bay Minette, Ala. F-2597
Standard Fire Insurance Policy

Expires February 7th, 1925.

Property Garage Buildings

Amount \$ 1000.00

Premium \$ 59.00

Wille B. Griffin.

No. 162

THE FRANKLIN
INSURANCE COMPANY

PHILADELPHIA
PA

Under a ruling of the Superintendent of Insurance must State of Alabama the premium on this policy paid on or before the fifteenth (15th) day of

Extension of credit beyond this date without interest constitutes rebating in the part of the agent, and is in violation of the laws of Alabama, and the agent will be proceeded for such violation by fine, or suspension or revocation of his or her license.

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

No. of Policy			
No. of Renewal			
Amount Insured			
Date of Cancellation,	YEAR	MONTH	DAY
" Policy,			
Time in force,			
Premium Paid,		\$	
" earned at rate,		\$	
" returned,		\$	
If pro rata, state reason why:			

Receipt for Return Premium

To be Signed by the Assured

Agency 19

IN CONSIDERATION OF

Dollars
return premium, receipt of which is hereby acknowledged, this Policy is hereby cancelled and surrendered to the Company.

Assured.

Exhibit "D"
M. S. D., Commissioner

**The State of Alabama, }
BALDWIN COUNTY.**

KNOW ALL MEN BY THESE PRESENTS, That whereas, the undersigned
Mrs. Willie B. Griffin & J. C. Griffin, her husband, are
justly indebted to Baldwin County Bank
in the sum of Twelve Hundred (\$1200.00) Dollars,
evidenced by our promissory note dated October 15th, 1926,
Payable at the Baldwin County Bank June 1st, 1927, with interest
from maturity

and whereas, the said Mrs. Willie B. Griffin & J. C. Griffin, are
desirous of securing the prompt payment of said note when the same fall due. Now, there-
fore, in consideration of said indebtedness, and to secure the prompt payment of the same at ma-
turity, the said Mrs. Willie B. Griffin & J. C. Griffin
have bargained and sold, and we do hereby
grant, bargain, sell and convey unto the said Baldwin County Bank

the following described real estate,
situated in Baldwin County County and State of Alabama, to-wit:

Lots One and Two in Block One in Ellgriff Addition to
Loxley, Alabama, as per plat of same recorded in the
office of the Judge of Probate Baldwin County, Alabama,
together with all appurtenances thereunto belonging.

warranted free from all incumbrance and against any adverse claims.

Wm. B. Griffin
Wm. B. Griffin
TO
William B. Paves

Mortgage Deed

The State of Alabama,
BALDWIN COUNTY.

I, *Wm. B. Griffin*, Judge of the Probate Court of said County, hereby certify that the foregoing conveyance was filed for registration in this office on the *15th* day of *October* 19*26* and was recorded in Vol. *211* Record of Deeds, Pages *626*, on the *15th* day of *Nov* 19*26*.

Given under my hand at office, this *15th* day of *Nov* 19*26*
Wm. B. Griffin
Judge of Probate.

Record Fee, \$

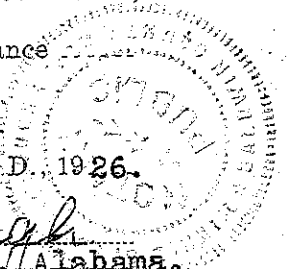
MOORE PLO BALDWINETTE

The State of Alabama, Baldwin County.

I, *Winnie G. Scarborough* a Notary Public in and for said County, in said State, hereby certify that *Mrs. Willie B. Griffin & J. C. Griffin*, 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 and official seal this *15th* day of *October* A. D. 19*26*.

Winnie G. Scarborough
Notary Public, Baldwin County, Alabama.

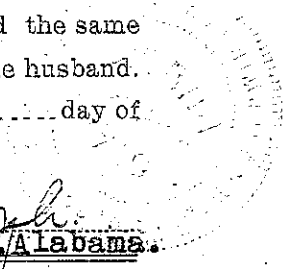


The State of Alabama, Baldwin County.

I, *Winnie G. Scarborough* a Notary Public in and for said County, in said State, hereby certify that on the *15th* day of *October* 19*26*, came before me the within named *Mrs. Willie B. Griffin* known to me (or made known to me) to be the wife of the within named *J. C. Griffin*, 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 the husband.

In witness whereof, I hereunto set my hand and official seal, this *15th* day of *October* A. D., 19*26*.

Winnie G. Scarborough
Notary Public, Baldwin County, Alabama.



The State of Alabama, Baldwin County.

I, _____ in and for said County, in said State, hereby certify that _____ a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being duly sworn, stated that _____ the grantor in the conveyance, voluntarily executed the same in _____ presence, and in the presence of the other subscribing witness on the day the same bears date; that _____ attested the same in the presence of the grantor, and of the other witness, and that such other witness subscribed _____ name as a witness in _____ presence.

Given under my hand and official seal, this _____ day of _____ A. D., 19_____

Exhibit "H"
M. S. H., Commissioner

Bay Minette, Alabama,

September 13th, 1935.

Baldwin County Bank,
Bay Minette, Alabama.

Gentlemen:

This is to advise you that the following described real estate situated in Baldwin County, Alabama, viz:-

Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 11, Township 5 South of Range 3 East, run North 36 feet, thence run West 500 feet, for point of beginning, thence North 142 feet, thence West 100 feet, thence South 142 feet, thence East 100 feet, containing two lots, fifty feet by 142 feet, each, being a part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 5 South of Range 3 East of St. Stephens Meridian in Alabama. The Baldwin County Garage being located on the West side of the last above described parcel of land;

held by you under Mortgage from J. C. Griffin, was released from said Mortgage under and by virtue of a payment of \$1000.00 made July 30th, 1924.

Yours very truly,

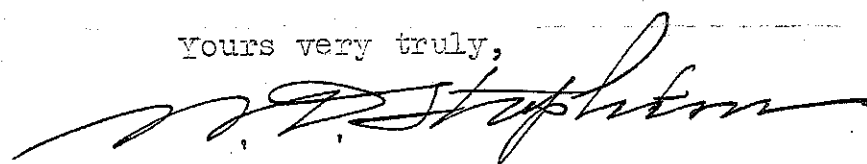


Exhibit "A-1"
M. J. H. Commission

THE STATE OF ALABAMA, :
BALDWIN COUNTY. :

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of Five thousand five hundred (\$5500.00) Dollars to me, J.C.Griffin, in hand this day paid by the BALDWIN COUNTY BANK, a Corporation, the receipt whereof is hereby acknowledged, we, J.C.Griffin and Willie Griffin, husband and wife, have and do hereby grant, bargain, sell and convey unto the said BALDWIN COUNTY BANK, a corporation, the following described real estate situate in the County of Baldwin, State of Alabama, to-wit:-

House this
[East half of the Northeast quarter] and [Southwest quarter of Northeast quarter] and all that part of the Southeast quarter of Northwest quarter lying East of the Bay Minette and Fort Morgan Railroad and one acre in the Southwest corner of the Northeast quarter of Northwest quarter lying East of said railroad and bordering on the North line of the Southeast quarter of the Northwest quarter, all in Section Fourteen (14) in Township five (5) South, Range three (3) East; and

North half of the Northwest quarter of Northwest quarter of Section eight and Southwest quarter of Northwest quarter, and West half of the West half of the East half of Northwest quarter of Section four, all in Township five (5) South, Range three (3) East; and,

Beginning at the Southeast corner of the Northwest quarter of the Southwest quarter of Section eleven, Township 5 South, Range 3 East, run North 36 feet, thence run West five hundred feet, for point of beginning, thence North one hundred forty-two feet, thence West one hundred feet, thence South one hundred forty-two feet, thence East one hundred feet, containing two lots fifty feet by one hundred forty-two feet each, being a part of the Northwest quarter of the Southwest quarter of Section eleven, Township five South, Range three East of St. Stephen's Meridian in Alabama. The Baldwin County Garage being located on the West side of the last above described parcel of land.

Together with all and singular the tenements, hereditaments, rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described and hereby conveyed real estate unto the said Baldwin County Bank, its successors and assigns, forever. And the said J.C.Griffin and Willie Griffin hereby covenant and bind themselves and their heirs that they have an indefeasible fee simple title to the above described property; that they have a right to convey the

*1/25 M. J. H. / 500.
Tocussis / 2/24
8/00.*

*Paul Griffin
7/7 9/6/21
Rec-25 MS*

*87
46
20
121*

151

same; that said property is free from all incumbrances, except ~~the~~ ~~first~~ ~~mortgages~~ on all of the hereinabove described real property except ^{from said first mortgages} ~~except~~ ~~all~~ that part of the S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, lying East of the BayMinette & Ft. Morgan Railroad, and one acre in the Southwest corner of the N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ lying East of said railroad and bordering on the North line of the S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ and in Section fourteen, Township 5 South, Range 3 East; and that they will warrant and defend the title to the same against the lawful claims of all persons, except as to the first mortgages above referred to.

The condition of the above conveyance is such, that should the said J.C. Griffin well and truly pay or cause to be paid his one promissory note of even date herewith for the sum of \$5500.00, payable to the Baldwin County Bank, at BayMinette, Alabama, six months after date, with interest from date of maturity, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is hereby agreed that the said J.C. Griffin shall keep the vuildings on the lands hereinabove described insured in some good and solvent fire insurance company in a sum of not less than Thirty-five hundred Dollars, and have said policy so endorsed that in case of loss by fire said insurance money to be payable to the said Baldwin County Bank as its mortgage interest might appear, and should the said J.C. Griffin fail to keep said buildings on said property insured as aforesaid, then the said Baldwin County Bank shall have the right to take out said insurance and the premiums so paid by it shall be an additional lien under this mortgage.

Should default be made in the payment of the note above described or the interest thereon when the same falls due then

paper published in the County of Baldwin, State of Alabama, once a week for two successive weeks. The proceeds in case of such sale shall be applied first, to the payment of the costs and expenses of taking possession of and advertising said property for sale, including auctioneer's fee and the cost of making deed to the purchaser, then to the payment of any insurance premiums that the said Baldwin County Bank may have paid as aforesaid, then to the payment of whatever taxes may be due on said property, then to the payment of a reasonable attorney's fee for conducting said foreclosure proceedings either under the terms of this mortgage, or through the Circuit Court sitting in Equity, then to the payment of the indebtedness secured by this mortgage, and the balance, if any, shall be paid over to the said J.C.Griffin, his heirs or assigns.

And we do authorize the said Baldwin County Bank, or its Agent, Attorney, successors or assigns, to conduct the sale and make a deed to the purchaser, the title so made we hereby agree to defend against all persons. It is herein agreed that the mortgagee herein named, its successors or assigns, or legal representative, may bid at said sale and become the purchaser of the property hereinabove described as if a stranger to this instrument.

Given under our hands and seals this 25th, day of
November, 1922.

J.C. Griffin (Seal)
Phillie Griffin (Seal)

The State of Alabama, :
: :
Baldwin County. : :

being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 25th, day of November, 1922, came before me the within named Willie Griffin, known to me to be the wife of the within named J.C. Griffin, 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 the husband.

In witness whereof, I hereunto set my hand and seal of office this 25th, day of November, 1922.

Leonidas Hall

Notary Public, Baldwin County,

Alabama.

Exhibit 3

Commissioner
M. S. B.
RENEWAL NOTE

\$1,200.00

Bay Minette

Ala., March 1st 1930

on September 1st 1930

after date We

promise to pay to the order of

Baldwin County Bank,

Twelve hundred & no/100

Dollars

Payable at Baldwin County Bank, Bay Minette, Ala.

Alabama.

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 of 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 15th day of Oct. 1928, and is in no wise to impair the validity of said mortgage, or to decrease the amount due upon the note secured thereby.

Willie B. Griffin
J. B. Griffin

Value received.

\$ 1200.00

On the 1st day of June 1927, I, we, or either of us, promise to pay to

1926

the order of Baldwin County Bank of Bay Minette, Alabama.

Twelve Hundred & No/100

for value received, in gold coin of the United States of the present standard of weight and fineness.

DOLLARS,

Negotiable and payable at Baldwin County Bank, Bay Minette, Alabama.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, 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. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply, on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any County in the State that the payee or assignee elects.

Witness our hand and seal the day above given.

Attest:

12-1-27

58357

Hollie B. Griffin (Seal)

J. Griffin (Seal)

(Seal)

Exhibit "C" W. S. B. Commissioner

Mortgage
Florida

J. C. Whipple & wife,
90.

Baldwin County Bank

I hereby certify that the Mortgage or Privi-
lege Tax on within instrument was paid by the
lender or creditor. (See attached list of the
Legislation of 1911 on page 4)

Walter C. Ashby

STATE OF ALABAMA
J. C. Whipple & wife, Plaintiffs
vs.
Baldwin County Bank, Defendant

1902

Chas. H. Hays
Judge of Probate

THE STATE OF ALABAMA | Office of the Judge of
BALDWIN COUNTY. | the Probate Court
J. C. Whipple & wife, Plaintiffs
vs.
Baldwin County Bank, Defendant

Filed for record in this office on the 21st
day of January 1902 at
11 o'clock A.M.

Walter C. Ashby and I, Hamilton County, Ala.
same as duly recorded in Baldwin County, Ala.
1902

CHAS. HAYS
ATTORNEY AT LAW

Walter C. Ashby

J.C. GRIFFIN and
SHERRILL COIL COMPANY,

Complainants,

-VS-

BALDWIN COUNTY BANK,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Comes the Respondent in the above styled cause and answering complainant's bill of complaint says:

First: It admits the allegations of paragraph First.

Second: It admits that on November 25th, 1922, J.C. Griffin owned the lands described in paragraph Second, except it says it does not know whether or not at the alleged time the complainant, J.C. Griffin, owned lots one and two in Ellgriffs' Addition to the Town of Loxley. It admits that on said date J.C. Griffin was indebted to the Respondent in the sum of several thousand dollars and that on said date he executed to the Baldwin County Bank a mortgage to secure the same, a copy of which said mortgage is attached to complainant's bill of complaint as exhibit A. It denies that it was agreed between it and J.C. Griffin that the said mortgage was intended to convey, together with the other lands described in paragraph Second, said lots one and two in said Ellgriffs' Addition. But says the facts are that the said mortgage was intended by said parties to and, did convey the lands described in said mortgage above referred to, viz: The lands described in said paragraph Second, except said lots one and two and in addition thereto, the lands described in paragraph Third.

Third: It denies that a mistake was made in the preparation of the said mortgage in including the lands described in paragraph Third, but says the fact is that it was the intent to include the said lands in said mortgage. It denies that it was intended to include said lots one and two, but says it was the intent to include in said mortgage the lands described therein.

Fourth: It denies that on July 30th, 1924, the Respondent released the lands described in paragraph Fourth of the bill of complaint or that any money was paid by J.C. Griffin to the respondent in consideration of a release of said lands or that any lands were intended to be released from said mortgage. But that the facts are that said sum of \$1000.00 was paid on said debt as a credit thereon without the release of any of the properties described in said mortgage and without any agreement or intent that any lands should be released therefrom.

Fifth: It says it does not know whether or not J.C. Griffin conveyed to Sherrill Oil Company said lot No. four. It denies that said mortgage is a cloud on the title of said Sherrill Oil Company but says that if the Sherrill Oil Company did purchase said lands it purchased the same subject to the mortgage of this respondent as aforesaid and that said mortgage was at the time of said alleged purchase a valid lien on said property and that the same is still a valid lien thereon to secure an indebtedness then existing and still due and unpaid and that said mortgage should not be released.

Sixth: It admits that at the time of the filing of the complaint in this cause it was proceeding to foreclose said mortgage as it had a right to do, the indebtedness owing thereunder being at that time long past due and owing.

Seventh: It denies all other allegations of said complaint not in this answer expressly admitted and demands strict proof thereof.

Eighth: Further answering said complaint, respondent says on to-wit: the 31 day of July, 1933, in consideration of the sum of \$ 600.00 as a credit on the said mortgage debt, it released from the operation of said mortgage the following lands:

Each half of the Northwest quarter, the Southwest quarter of the Northeast quarter of Section 14, Township 5 South, Range 3 East, and all that part of the Southeast quarter of the Northwest quarter lying East of the Bay Minette and Fort Morgan Railroad in Section 14, Township 5 South of Range 3 East.

That thereafter and on the date this suit was filed, there remained of the lands conveyed thereby and not released, the following lands:

One acre in the Southwest corner of the Northeast quarter of the Northwest quarter lying East of said railroad and bordering on the North line of the Southeast quarter of the Northwest quarter, all in Section 14, Township 5 South, Range 3 East;

Also North half of the Northwest quarter of the Northwest quarter of Section 8, and the Southwest quarter of the Northwest quarter, and the West half of the West half of the East half of the Northwest quarter of Section 4, Township 5 South of Range 3 East, and

Beginning at the Southeast corner of the Northwest quarter of the Southwest quarter of Section 11, Township 5 South, Range 3 East, run North 36 feet, thence run West 500 feet for a point of beginning, thence North 142 feet, thence West 100 feet, thence South 142 feet, thence East 100 feet, containing two lots 50 feet by 142 feet, being a part of the Northwest quarter of the Southwest quarter of Section 11, Township 5 South of Range 3 East of St. Stephens Meridian in Alabama; the Baldwin County Garage being located on the West side of the last above described parcel of land.

That on said date there remained owing and past due, since January 2, 1932, on the debt thereby secured from J.C. Griffin to this respondent, the sum of forty-five hundred dollars (\$4500.00) together with interest thereon from January 2, 1932, less only a credit of \$ 600⁰⁰ paid on the 31 day of July, 1933, as aforesaid. Respondent further alleges that no part of the said debt has since been paid and the same is still owing and past due as aforesaid and secured by the said mortgage on the said last described lands.

Respondent further says that said debt is evidenced by that a certain note, ~~a copy of which is hereto attached, marked exhibit A and made a part of this answer.~~ *executed by J.C. Griffin to the respondent*

Respondent further says that in and by the said mortgage and note the complainant agreed to pay all cost and expenses of taking possession of and advertising said property for sale, including the auctioneer's fees and cost of making deed to the purchaser and a reasonable attorney's fee for conducting the foreclosure proceedings either under the terms of the mortgage or through the Circuit Court sitting in equity, and as well, all cost of collecting said debt; that it has incurred large expense in and about its said foreclosure proceedings for advertising and attorney's fee and in this suit to foreclose the said mortgage to collect the said debt, all of which is an additional amount owing to the respondent from

said J.C. Griffin.

And having fully answered respondent prays this Honorable Court will take this answer as, and to be a cross-bill, and by appropriate process, make the said J.C. Griffin and the said Sherrill Oil Company, a corporation, parties cross respondents hereto and require them and each of them to plead, answer or demur to the same within the time and under the penalties prescribed by this court and the statutes made and provided.

Cross complainant further prays that upon the final hearing of this cause this Honorable Court will find, adjudge and decree that it has a valid, subsisting mortgage lien on the lands described as follows:

One acre in the Southwest corner of the Northeast quarter of the Northwest quarter lying East of said railroad and bordering on the North line of the Southeast quarter of the Northwest quarter, all in Section 14, Township 5 South, Range 3 East;

Also North half of the Northwest quarter of the Northwest quarter of Section 8, and the Southwest quarter of the Northwest quarter, and the West half of the West half of the East half of the Northwest quarter of Section 4, Township 5 South of Range 3 East, and

Beginning at the Southeast corner of the Northwest quarter of the Southwest quarter of Section 11, Township 5 South, Range 3 East, run North 36 feet, thence run West 500 feet for a point of beginning, thence North 142 feet, thence West 100 feet, thence South 142 feet, thence East 100 feet, containing two lots 50 feet by 142 feet, being a part of the Northwest quarter of the Southwest quarter of Section 11, Township 5 South of Range 3 East of St. Stephens Meridian in Alabama, the Baldwin County Garage being located on the West side of the last above described parcel of land.

To secure the debt owing to it by said J.C. Griffin that a reference be held to ascertain the amount owing under said mortgage, principal, interest, costs, expenses and attorney's fees; that J.C. Griffin be ordered and directed to pay the same within a time fixed by this Court; that if he shall fail and refuse to pay the same when and as ordered that this court order and require the register of this Court to sell said property and apply the proceeds as specified in said mortgage; and that if the said property shall not sell for a sum sufficient to pay in full the debt as found by

this Court, this Court will enter judgment in favor of this Baldwin County Bank against said J.C. Griffin and this cross-complainant prays for such other, further or different relief as shall be proper and it places itself within the jurisdiction of this Court and offers to do and perform whatsoever equity this Court shall require.

Beebe & Hall
Solicitors for Respondent and
Cross-Complainant.

Cross-Respondents are required to answer every allegation of this cross-bill but not under oath, Oath being hereby expressly waived.

Beebe Hall
Solicitors for Respondent and
Cross-Complainant,

7014

J. C. Beuford et al

Guerrero Land

Warren and

James Lee

March 24, 1936

Mr. A. Stone

By order

James O. G. 1936

John R. O'Brien

By order

BEEBE & HALL
LAWYERS

J. C. GRIFFIN and SHERRILL
OIL COMPANY, a corporation,
and WILLIE B. GRIFFIN,
Complainants,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

vs.

IN EQUITY.

BALDWIN COUNTY BANK, a
corporation,
Respondent.

Comes BALDWIN COUNTY BANK, a corporation, and amends its answer and cross-bill to the original bill of complaint in said cause by inserting Paragraph Ninth as follows:

Ninth: The aforesaid note and mortgage were executed by J. C. Griffin and his wife, Mrs. Willie B. Griffin, and the said J. C. Griffin and Mrs. Willie B. Griffin are indebted to the Baldwin County Bank under the aforesaid note and mortgage and the same is a lien on the said property.

Said respondent further amends its answer and cross-bill by inserting "Mrs. Willie B. Griffin" in the prayer of said bill immediately after the words "J. C. Griffin", wherever the same appears.

And respondent refiles its answer and cross-bill as amended to complainant's amended bill of complaint.

This August 6, 1935.

Bube Hall

Attorneys for Respondent.

Published Every Thursday

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION \$2.00 PER YEAR IN ADVANCE
ADVERTISING RATES GIVEN ON APPLICATION

R. B. Vail
Editor and Proprietor

BAY MINETTE, ALA.

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

R. B. Vail

....., being duly sworn, deposes and says that he is

the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay

Minette, Baldwin County, Alabama; that the notice hereto attached of

J. C. Griffin vs - Baldwin

Co Bank - Sale

J. C. Griffin and Sherrill Oil Company, a corporation; and Mrs. Willie B. Griffin, Complainants, vs. Baldwin County Bank, a corporation, Defendant. In the Circuit Court of Baldwin County, Alabama. In Equity.

By virtue of a decree rendered on the 19th day of August, 1935, of the Circuit Court of Baldwin County, Alabama, sitting in Equity, in said cause, I shall proceed to sell to the highest and best bidder, for cash, at public auction, at the Court House door in Bay Minette, Baldwin County, Alabama, at twelve o'clock noon, on Monday, November 18, 1935, the following described real property to satisfy the said decree, to-wit:

One acre in the Southwest corner of the Northeast quarter of the Northwest quarter lying East of the Bay Minette and Fort Morgan Railroad and bordering on the North line of the Southeast quarter of the Northwest quarter, in Section 14, Township 5 South, Range 3 East; The North half of the Northwest quarter of the Northwest quarter of Section 8, Township 5 South, Range 3 East; The Southwest quarter of the Northwest quarter and the West half of the West half of the East half of the Northwest quarter of Section 4, Township 5, South, Range 3 East; All in Baldwin County, Alabama.

Witness my hand this the 11th day of October, 1935.

ROBERT S. DUCK, Register. 37-4t

Was published in said Newspaper for 4 consecutive weeks in the following issues:

October 17 1935 Vol. 46 No. 37

October 24 1935 Vol. 46 No. 38

October 31 1935 Vol. 46 No. 39

November 7 1935 Vol. 46 No. 40

Date of third publication

Date of fourth publication

Subscribed and sworn before the undersigned this 4 day of

December 5 1935

District, Notary Public

County of Baldwin

State of Alabama

R. B. Vail

Publisher

J. C. GRIFFIN and THE SHERRILL
OIL COMPANY, a Corporation,

Complainants,

-vs-

BALDWIN COUNTY BANK, a Corporation,

Respondent.

IN THE CIRCUIT COURT--IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

Now come the Complainants in the aforesaid cause and
as set to cross bill
amend their complaint by adding Mrs. Willie B. Griffin as a party
Cross Res. Plaintiff
complainant also, and avers that she is over the age of twenty-
one years and a resident of Baldwin County, Alabama.

Hubert Chason
Solicitors for Complainants.

14
RECORDED
Aug 6 1935

14

AMENDMENT TO COMPLAINT.

J. C. GRIFFIN and THE
SHERRILL OIL COMPANY,
a Corporation,

Complainants,

-vs-

BALDWIN COUNTY BANK, a
Corporation,

Respondent.

IN THE CIRCUIT COURT-IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

Filed August 6th, 1935.

Robert D. Oliver

Register.

J. C. GRIFFIN, and SHERRILL
OIL COMPANY,

Complainants,

-vs-

BALDWIN COUNTY BANK,

Defendant.

IN THE CIRCUIT COURT--IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

Now come J. C. Griffin and Sherrill Oil Company, Com-
plainants and Cross-Respondents, and for Answer to the Cross-Bill
filed by the Baldwin County Bank, Defendant, and Cross-Complainant,
say:

That the matters and things alleged in the Original Com-
plaint are true and correct, and they herein reiterate the alle-
gations contained therein and deny that the said J. C. Griffin
is indebted to the said Baldwin County Bank as charged in said
Cross-Bill, and state that it was not the intention of the said
Baldwin County Bank to take the Mortgage on the property alleged
to be Lots 1 and 2 in the Third Paragraph of their Original Bill
of Complaint, nor was it the intention of the said J. C. Griffin
to Mortgage Lots 1 and 2 as described in said paragraph three of
the Original Bill of Complaint, but that it was the intention of
all the parties to the Mortgage that the Mortgage was to be exe-
cuted on Lots 3 and 4 as set forth in said paragraph. That they
deny most unequivocally that the said Baldwin County Bank is en-
titled to any Attorney's fee in and about any foreclosure pro-
ceedings in connection with the Mortgage mentioned in said Cross-
Bill.

Having answered the Cross-Bill of Cross-Complainants,
your Complainants and Cross-Respondents respectfully ask to be
discharged.

W. J. P. P.
Solicitors for Complainants
and Cross-Respondents.

~~CONFIDENTIAL~~ 120 14

14

ANSWER TO CROSS-BILL.

J. C. GRIFFIN and SHERRILL
OIL COMPANY,

Complainants,

-VS-

BALDWIN COUNTY BANK,
Defendant.

IN THE CIRCUIT COURT-IN EQUITY
STATE OF ALABAMA
BALDWIN COUNTY.

Filed July 10, 1935

Richard D. Dyer
Clerk.

Richard D. Dyer 1935
Richard D. Dyer
LAW OFFICES
HYBART, FEARD
& CHASON
BAY MINETTE, ALABAMA

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

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon BALDWIN COUNTY BANK

a Corporation

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

J. C. GRIFFIN & THE SHERRILL OIL COMPANY, a Corporation,

against said BALDWIN COUNTY BANK, a Corporation,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, M. A. Stone, Register of said Circuit Court, this 29th day of December 193 3

M. A. Stone

Register

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

Adk 11 RECORDED

SERVE ON BALDWIN COUNTY BANK,
a CORPORATION
Circuit Court of Baldwin County
IN EQUITY

No. 114
SUMMONS

J. C. GRIFFIN & THE SHERBILLS
Oil Company, a Corporation,

VS.

BALDWIN COUNTY BANK, a
Corporation.

Hybart, Heard & Chasch,
Solicitor for Complainant

Recorded in Vol. _____ Page _____

*Filed at Dec 29th 1933
W. D. Stewart*

114

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this _____

day of _____ 1933

SHERIFF

Executed this 29th day of
December 1933

by leaving a copy of the within Summons with

E. J. Tompkins ad

President of Baldwin

County Bank Defendant

W. D. Stewart
Sheriff

By [Signature]
Deputy Sheriff

¹⁴
THE BALDWIN TIMES
PRINTERS & PUBLISHERS

PHONE 58-J

~~10~~ 10 96
OCT. 17, 1935-

J. C. Huffer - Sheriff
Co. _____

14
Exhibit A-3
M.E. S. Commissioner

RENEWAL NOTE

~~\$ 4,500.00~~
Bay Minette Ala., July 6th 1931/92
On January 2nd 1932 after date We promise to pay to the order of
Baldwin County Bank,

Forty five hundred & no/100 - - - - - Dollars
Payable at Baldwin County Bank, Alabama.

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 of 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 10th day of Oct. 1926, 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.

90783

Griffin
Phillie Griffin

Exhibit 'A-2'
M. S. H. Commercial
No.

\$ 5500.00

On the 25th day of May

19 23,

the undersigned of

J.C. Griffin and Willie Griffin

promise to pay to the order of Baldwin County Bank, at the office of BALDWIN COUNTY BANK, Bay Minette, Alabama, the sum of

Five thousand five hundred & no/100 -----

Dollars

for value received, in gold coin of the United States of the present standard weight and fineness with interest thereon from the 25th, day of May 19 23, at the rate of eight per centum.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right 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. And the maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Witness my hand and seal this, the 25 day of May 19 23.

Attest: 5-25-23

29456

J.C. Griffin (Seal)
Willie Griffin (Seal)

Attest: _____

BAY MINETTE, ALA

Sept 6

1932 No.

14

BALDWIN COUNTY BANK

61-258

Day to the
order of

Baldwin County Bank

\$ 1200⁰⁰

Two hundred and no/100

Dollars

J. Griffin

Exhibit "B"
M. S. B. Commissioner.

**CIRCUIT COURT, BALDWIN COUNTY, ALA.
IN EQUITY**

No. *J. C. Huffin Etal*

vs. *Balco Bank*

PLAINTIFF

DEFENDANT

BILL OF COSTS

FEES OF REGISTER		Dollars	Cents	Brought Forward	
Filing each bill and other papers	10	100			\$2250
Issuing each subpoena	50	50		For Receiving, keeping and paying out or distributing money, etc.: 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	
Issuing each copy thereof	40	40		Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.	
Entering each return thereof	15	15		Each notice sent by mail to creditor	15
For each order of publication	1 00	100		Filing receipting for and docketing each claim, etc.	25
Issuing Writ of injunction	1 50			For all entries on subpoena docket, etc.	50
For each copy thereof	50			For all entries on commission docket, etc.	50
Entering each return thereof	15			Making final record, per 100 words	15
Issuing Writ of Attachment	1 00			Certified copy of decree	1 00
Entering each return thereof	15			Report of divorce to State Health Office (Acts 1915)	50
Docketing each case	1 00	100		TOTAL FEES OF REGISTER..	
Entering each appearance	25			FEES OF SHERIFF	4105
Issuing each decree pro confesso on per ser.	1 00			Serving and returning subpoena on deft.	\$1 50
Issuing each decree pro confesso on publica	1 00			Serving and returning subpoena for witness	65
Each order appointing guardian	1 00			Levying attachment	1 50
Any other order by Register	50			Entering and returning same	25
Issuing Commission to take testimony	50	60		Selling property attached	
Receiving and filing	10	10		Impaneling Jury	75
Endorsing each package	10	10		Executing Writ of possession	2 50
Entering order submitting cause	50	50		Collecting execution for costs	1 50
Entering any other order of court	25	50		Serving and returning sci. fa., each	65
Noting all testimony	50	60		Serving and returning notice	65
Abstract of cause, etc.	1 00			Serving and returning writ of injunction	1 50
Entering each decree	75			Serving and returning writ of exeat	1 50
For every 100 words over 500	15	125		Taking and approving bonds, each	75
Taking account, etc.	3 00	100		Collecting money on execution	
Taking testimony, etc.	15			Making Deed	2 50
Each report, 500 words or less	2 50			Serving and returning application, etc.	1 00
For every 100 words over 500	15			Serving attachment, contempt of court	1 50
Amount claimed less than \$500, etc.	2 00			TOTAL FEES OF SHERIFF	
Issuing each subpoena	25			RECAPITULATION	
Witness certificate, each	25			Register's Fees	4.55
Issuing execution, each	75			Sheriff's Fees	1.50
Entering each return	15			Commissioner's Fees	16.50
Taking and approving bond, each	1 00			Solicitor's Fees	
Making copy of bill, etc.	15			Witness Fees	
Each notice not otherwise provided for	50			Guardian Ad Litem	
Each certificate or affidavit, with seal	50			Printer's Fees	11.76
Each certificate or affidavit, no seal	25			Trial Tax	3 00
Hearing and passing on application, etc.	3 00			Recording Decree in Probate Court	
Each settlement with Receiver, etc.	3 00			TOTAL	9281
Examining each voucher of Receiver, etc.	10				
Examining each answer, etc.	3 00				
Recording resignation, etc.	75				
Entering each certificate to Supreme Court	50				
Taking questions and answers, etc.	25				
For all other ser relating to such proceedings	1 00				
For services in proceeding to relieve minors, etc., same fee as in similar cases.					
Commission on sales, etc: 1st \$100; 2 per cent: all over \$100 and not exceeding \$1,000, 1 1-2 per cent; all over \$1,000, and not exceeding \$20,000, 1 per ct; all over 20,000, 1-4 of 1 per cent.		1500			
Sub Total Carried Forward		3350			

Received payment this *5* day of *18* 193*7*

3650
15
2665

Register.

14

Circuit Court, Baldwin County, Ala.
In Equity.

No. 14

W. H. Spivey
et al

VS.

W. H. Spivey, Jr.
vs

COST BILL

Paid _____, 193__

Register.

MOORE PRINTING CO., 547 NINETEEN, ALA.

**CIRCUIT COURT, BALDWIN COUNTY, ALA.
IN EQUITY**

No. *A. C. Lupton, et al*

VS. *Bul Co Bank*

PLAINTIFF

DEFENDANT

BILL OF COSTS

FEES OF REGISTER		Dollars	Cents		
Filing each bill and other papers	10	100		Brought Forward	\$3250
Issuing each subpoena	50	50		For Receiving, keeping and paying out or distributing money, etc.: 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	
Issuing each copy thereof	40	40		Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.	
Entering each return thereof	15	15		Each notice sent by mail to creditor	15
For each order of publication	1 00	100		Filing receipting for and docketing each claim, etc.	25
Issuing Writ of injunction	I 50			For all entries on subpoena docket, etc.	50
For each copy thereof	50			For all entries on commission docket, etc.	50
Entering each return thereof	15			Making final record, per 100 words	15
Issuing Writ of Attachment	I 00			Certified copy of decree	1 00
Entering each return thereof	15			Report of divorce to State Health Office (Acts 1915)	50
Docketing each case	1 00	100		TOTAL FEES OF REGISTER	
Entering each appearance	25			FEES OF SHERIFF	4105
Issuing each decree pro confesso on per ser.	1 00			Serving and returning subpoena on deft.	\$1 50
Issuing each decree pro confesso on publica	1 00			Serving and returning subpoena for witness	65
Each order appointing guardian	I 00			Levying attachment	1 50
Any other order by Register	50			Entering and returning same	25
Issuing Commission to take testimony	50	50		Selling property attached	
Receiving and filing	10	10		Impaneling Jury	75
Endorsing each package	10	10		Executing Writ of possession	2 50
Entering order submitting cause	50	50		Collecting execution for costs	1 50
Entering any other order of court	25	50		Serving and returning sci. fa., each	65
Noting all testimony	50	50		Serving and returning notice	65
Abstract of cause, etc.	I 00	30		Serving and returning writ of injunction	1 50
Entering each decree	75	75		Serving and returning writ of exeat	1 50
For every 100 words over 500	15	150		Taking and approving bonds, each	75
Taking account, etc.	3 00			Collecting money on execution	
Taking testimony, etc.	15			Making Deed	2 50
Each report, 500 words or less	2 50			Serving and returning application, etc.	1 00
For every 100 words over 500	15			Serving attachment, contempt of court	1 50
Amount claimed less than \$500, etc.	2 00			TOTAL FEES OF SHERIFF	
Issuing each subpoena	25			RECAPITULATION	
Witness certificate, each	25			Register's Fees	250
Issuing execution, each	75			Sheriff's Fees	150
Entering each return	15			Commissioner's Fees	1450
Taking and approving bond, each	1 00			Solicitor's Fees	
Making copy of bill, etc.	15			Witness Fees	
Each notice not otherwise provided for	50			Guardian Ad Litem	
Each certificate or affidavit, with seal	50			Printer's Fees	
Each certificate or affidavit, no seal	25			Trial Tax	3 00
Hearing and passing on application, etc.	3 00			Recording Decree in Probate Court	
Each settlement with Receiver, etc.	3 00			TOTAL	7281
Examining each voucher of Receiver, etc.	10				
Examining each answer, etc.	3 00				
Recording resignation, etc.	75				
Entering each certificate to Supreme Court	50				
Taking questions and answers, etc.	25				
For all other ser relating to such proceedings	1 00				
For services in proceeding to relieve minors, etc., same fee as in similar cases.					
Commission on sales, etc: 1st \$100, 2 per cent; all over \$100 and not exceeding \$1,000, 1 1-2 per cent; all over \$1,000, and not exceeding \$20,000, 1 per ct; all over 20,000, 1-4 of 1 per cent.		1500			
Sub Total Carried Forward		2250			

Received payment this _____ day of _____ 193_____

Register.