

THE STATE OF ALABAMA,

CIRCUIT COURT, IN EQUITY.

Baldwin County.

No. Spring Term, 19 17.

The State Bank of Foley,

Complainants

vs.

John N Jenkins

Defendants

Motion is hereby made for a Decree Pro Confesso against John N Jenkins

Defendant

in the annexed stated cause, on the ground that more than thirty days have elapsed since the perfection of publication was made under the order of this Court; and it having been shown by due proof to the Court that said Defendant is a non-resident of the State of Alabama, and has failed to answer, plead or demur to the Bill in this cause, to the date hereof.

Service was had on deft by

This 5th day of May 19 17.

[Handwritten signature]

Solicitor.

746 Code.

Agreed.

No. 11 Page.....

THE STATE OF ALABAMA,

Baldwin.....County.

CIRCUIT COURT, IN EQUITY.

The State Bank of Foley.

Complainants.

vs.

John N Jenkins.

Defendants.

MOTION FOR DECREE PRO
CONFESSO ON PUBLICATION.

Filed May 7th, 19 17

J. N. Beckman
Register.

Recorded in.....Record,

Vol.....Page.....

Register.

The State Bank of Foley,

vs.

John N Jenkins.

CIRCUIT COURT OF

Baldwin COUNTY,

IN EQUITY.

I, P. W. Richerson,

Register of said Court, do hereby certify that I

did, on the 27th, day of March 19 17, send to

John N Jenkins, Defendant

whose address was North Manchester, Indiana,

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the

also a summons for Deft,

Bill of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court;

and that such receipt was duly received and filed by me in this cause, on the 2nd day of

April 19 17

Witness my hand, this 3 day of Apr 19 17

P. W. Richerson

Register.

#4
No. 11.

CIRCUIT COURT OF

Baldwin COUNTY,
IN EQUITY.

The State Bank of Foley.

vs.

John N. Jenkins.

CERTIFICATE OF REGISTER AS TO
NOTICE BY REGISTERED MAIL.

Filed in office on this 3

day of Aug 1917

J. W. [Signature]
Register.

The State of Alabama)

(Baldwin County)) No. 11.

The State Bank of Foley, Circuit Court, In Equity.

a corporation, Complainant,

vs.

Spring Term 1917.

John N. Jenkins,

Defendant.

This cause coming on to be heard upon the Report of the Register, and said Report having been read in open Court at a former day, and having lain over one entire day for exceptions, and no exceptions having been filed or interposed, it is ordered adjudged and decreed, that said Report be in all things ratified and confirmed.

And it appearing from the Report of the Register that the sum of Seven Hundred and twenty-nine $25/100$ Dollars is still due and unpaid on the purchase price of the land described in the Bill of Complaint by the Defendant to the Complainant, it is ordered, adjudged and decreed that the defendant pay to the complainant the sum of Seven Hundred and twenty-nine $25/100$ Dollars together with the costs in this case, 28th day of Aug 1917, on the payment of which/the Complainant shall deliver to the defendant a Deed of general warranty for said land, together with an Abstract of the Title to said land, but if the defendant shall fail to pay said sum of Seven Hundred and twenty-nine $25/100$ Dollars to the Complainant, on or before the 28th day of Aug 1917, then the said Contract is hereby declared foreclosed and the defendant is forever barred of ever setting up any claim or right under said Contract made and entered into on the 20th day of October 1914 by and between G. C. Oscar and said John N. Jenkins, the defendant.

It is further ordered, adjudged and decreed, that if the defendant shall fail to pay said sum of \$729.25 and the costs in this case, on or before Augt 28th 1917, then the Complainant shall pay said costs, for which let execution issue.

Witness my hand this 28th day of May 1917.

A. E. Gambley

Judge.

...the defendant ...

...the complaint shall pay said costs, for which let execution issue. ...

...the defendant is forever barred and ordered to pay the sum of \$250.00 ...

...the defendant shall pay the sum of \$250.00 ...

...the defendant shall pay the sum of \$250.00 ...

...the defendant shall pay the sum of \$250.00 ...

...the defendant shall pay the sum of \$250.00 ...

...the defendant shall pay the sum of \$250.00 ...

...the defendant shall pay the sum of \$250.00 ...

...the defendant shall pay the sum of \$250.00 ...

...the defendant shall pay the sum of \$250.00 ...

...the defendant shall pay the sum of \$250.00 ...

#8

Final Decree

Filed 5/28/1917
D. Williams
Accepted

Recorded On Minutes
Page 8
J. C. ...

THE STATE BANK OF KENTON, ...

The State of Alabama) No. 11. Circuit Court, In Equity
Baldwin County.) Spring Term 1917

May 21st. 1917.

The State Bank of Foley, a corporation, Complainant.

vs.

John N. Jenkins

Defendant.

This cause coming on to be heard at the present Term is submitted for Decree on the Original Bill, the Decree pro confesso and testimony noted by the Register, and on consideration it is ordered, adjudged and decreed by the Court, that Complainant is entitled to the relief prayed for.

It is further ordered, that it be referred to the Register of this Court to ascertain the amount due by the defendant to the Complainant for the purchase money of the real estate described in the Bill in this cause, including principal, interest and attorney's fee as is provided for in the two notes of the defendant, to the date of his report, and that he report his findings to this Court as soon as may be.

All further orders and decrees are hereby reserved until after the coming in of said Report of the Register.

Witness my hand this 21st day of May 1917.

W. G. Gandy, Judge.

W. H. ..., Judge.

Witness my hand this 21st day of May 1914.

the coming in of said report of the Register.

All further orders and decrees are hereby reserved until after
may be.

his report, and that he report his findings to this court as soon as
as is provided for in the two notes of the defendants, to the date of
Bill in this case, including the principal, interest and attorney's fee
plaintiff for the purchase money of the real estate described in the
this court to ascertain the amount due by the defendant to the com-
#6
it is further ordered that it be referred to the Register or
prayed for.

*Filed for 1917
T. W. ...
Register*

and decreed by the court, that complaint is entitled to the relief
noted by the Register, and on consideration it is ordered, adjudge

for Decree on the Original Bill, the Decree pro confesso and testimony

This cause coming on to be heard at the present term is submitted

John M. Jenkins

Defendant.

v.s.

The State Bank of Foley, a corporation.

Complainant.

Report of Register.

State of Alabama) No. 11 Circuit Court, In Equity
Baldwin County.) Spring Term 1917

The State Bank of Foley, Complainant

vs.

John N. Jenkins, Defendant.

To the Hon. E. E. Gamble, Judge of said Court:

The Register of this Court begs to report that in obedience to the order and decree of this Court made on May 21st 1917, to hold a reference in the above stated cause, and report the amount due by the defendant to the complainant on the two notes made by defendant for the purchase money of the real estate described in the Bill in this cause:

He held said reference at his office in Bay Minette, Alabama, on May 22nd. 1917, and was attended by Wm. S. Anderson Esq., Solicitor for Complainant, and by E. G. Rickarby Esq., an attorney at law, as a witness for complainant, said witness was duly sworn and testified as to what was a reasonable attorney's fee on said two notes.

From the testimony of said witness the Register finds that Ninety-four Dollars is a reasonable attorney's fee as provided for in said two notes.

The two notes are each dated October 20th 1914 and both provide for the payment of interest at six per cent per annum from date until paid and for the payment of a reasonable attorney's fee.

One note for	\$250.00
One note for	<u>\$300.00</u>
the two notes aggregating	\$550.00
Interest on \$550. @6% from Oct 20/14 to May 22/17	85.25
Reasonable attorney's fee on said notes	<u>94.00</u>
Total amount due on said notes May 22, 1917.....	\$729.25

I therefore Report to the Court that the amount due on said two notes on May 22nd. 1917, including principal, interest and attorney's fee as provided in said notes is Seven Hundred and twenty-nine 25/100 Dollars. All of which is respectfully submitted.

J. W. Anderson Register.

Read in open Court May 22nd 1917 and ordered to lie over.

Noted to Proper

State of Texas, County of Dallas, ss. I, J. M. ...

... defendant, ...

... to the Hon. J. M. ...

... the order and cause of this Court ...

Filed 5/22/1917
D. W. ...
Register

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The State Bank of Foley

THE STATE OF ALABAMA,
Walden County.

vs.

IN EQUITY,
CIRCUIT COURT OF

John N. Jenkins

COUNTY.

This cause is submitted in behalf of Complainant upon the original Bill of Complaint.....

Decree Pro Confesso of following evidence
Articles of Agreement between G. C. Oscar & John N. Jenkins
Note for \$250. & note for \$300 made by John N. Jenkins ^{payable to} G. C. Oscar
Assignment of said Contract & Agreement to State Bank of Foley
Deed of G. C. Oscar & wife to State Bank of Foley, dated
Oct. 1st 1915 conveying $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec 4 T₂S₁₂R
H & E containing 20 acres.

and in behalf of Defendant upon.....

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No. 11

THE STATE OF ALABAMA,

County.

IN EQUITY,
CIRCUIT COURT OF

COUNTY.

vs.

NOTE OF TESTIMONY.

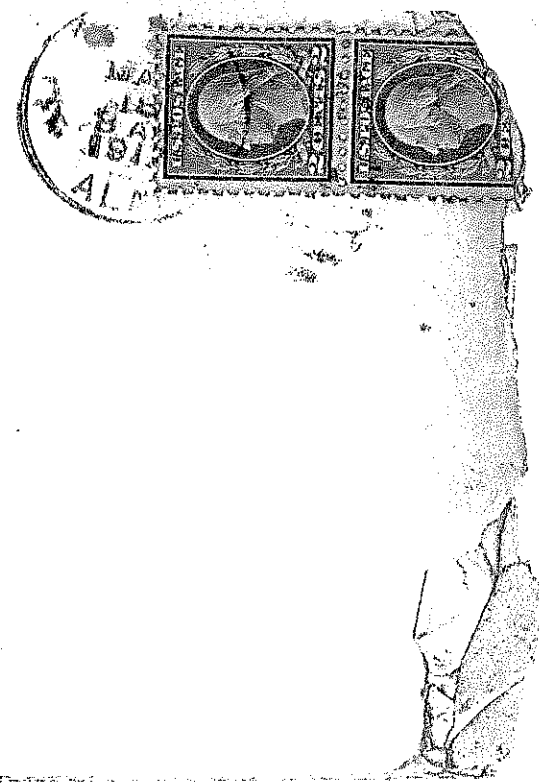
Filed in Open Court this 21st

day of May 1917

T. M. Rice

Register.

THE STATE BANK
of
FOLEY, ALABAMA



Hon. W S. Anderson, Att'y
Bay Minette,
Ala.

State Bank of Foley

Wm. F. Stelk, President. Herman Koehler, Vice Pres.
John C. Lehr, Cashier.



Foley, Alabama,

May 21st 1917

Hon. W S Anderson Att'y

Bay Minette, Ala.

Dear Sir;

I beg to hand you herewith Warranty Deed G C. Oscar
to State Bank of Foley, Also two Notes signed by John. N
Jenkins for \$300. & \$250. respectively, as requested.

Yours very truly

A large, flowing handwritten signature in cursive script, which reads "John C. Lehr". The signature is written over a horizontal line.

Cashier

\$ 250.⁰⁰

North Manchester, Ind., Oct. 20 1914

On before Nov. 30 1915 days after date I promise to pay to the

Order of G. C. Oscar at

Robertsdale State Bank, Robertsdale, Ala.
The Lawrence National Bank
OF NORTH MANCHESTER, INDIANA

Two Hundred Fifty and ⁹⁰/₁₀₀ Dollars

Value Received, without any relief from valuation or appraisal laws, with 6 per cent interest from Date until paid; payable annually and attorney's fees. The drawers and endorsers severally waive presentment for payment, protest, notice of protest and non-payment of this note.

W. B. Thomas, Notary
Notary

John W. Jenkins

Due Nov 30 1915

P. O. # 1121

W. C. Deed

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\$300⁰⁰ Summerville Ala. Oct., 20th 1914
On or before two (2) years after date I promise
to pay G. C. Oscar or order
Three hundred and 00/100 Dollars,

VALUE RECEIVED. And I hereby waive, as provided for in Constitution of the State of Alabama, and the act of the Legislature of the
said State, approved March 4th 1876, all claim for the exemption of any property owned, or which may hereafter be owned by me, and
which is now or may hereafter be exempt by Law from sale under any execution or other process of any Courts of said State, which may be issued
for the collection of this debt. I also agree to pay a reasonable Attorney's fee, or such fee as payee or assignee hereof shall incur in its collection.

Interest 6 per cent from date until paid
Negotiable and payable at Roberts Dale State Bank, Roberts Dale, Ala.

ATTEST
A. B. Thomas Notary John N. Jenkins (L.S.)
Due Oct 20/16 - 41132

This article of agreement, made and entered into this 20th day of October, 1914, by and between G. C. Oscar, of Baldwin County, Alabama, hereinafter designated first party, and John N. Jenkins, of ~~St. Joseph~~ ^{Wapasha} County, Indiana, hereinafter designated second party, witness:

1. First party has this date bargained and sold to second party the following described real estate in Baldwin County, Alabama, to wit: the west half (1/2) of the north east quarter (NE 1/4) of the south west quarter (SW 1/4) of Section four (4), Township seven (7) South, Range four (4) east, containing 20 acres more or less. And first party covenants and agrees to make and deliver to second party a deed of general warranty for said premises, together with an abstract of the title, when second party shall have fully complied with his undertakings herein as set out below and shall have paid first party the sum of \$800, as and for the purchase price of said 20 acres.

2. Second party undertakes and agrees to pay first party for said land the sum of \$800 as follows, to wit:

= \$250 upon the signing of this contract,

\$250 10 to 20 5

date. Second party shall have possession of said described premises at any time after this contract is executed and the first \$250 is paid. Second party agrees to give his notes of hand for the \$300 payment. 2nd \$250. payment.

3. It is agreed by the parties hereto that first party may have the option, when \$500 has been paid by second party, as set out above, to make and deliver deed and abstract for the premises and take back a mortgage for the remaining \$300. And second party agrees to accept deed and make a mortgage on the premises, if first party shall so elect.

In witness whereof the parties hereunto have set their hands the day and year first above written.

J. C. Oscar
 John M. Jenkins.

State of Indiana
 Wabash County
 J. C. Oscar, whose name is signed to the foregoing contract, is a resident of the County of Wabash, State of Indiana, and is known to me, as Notary Public in and for said County, as being the person who executed the same. I have read the contents of the contract and certify that the same are true and correct. Witness my hand and seal this 24th day of Oct, 1914.

State of Indiana
 Wabash, Co. ss.

Before me the undersigned a Notary Public in and for said County this 20th day of October 1914. came John M. Jenkins and acknowledged the Execution of the above Contract, Witness my hand, seal.

Alvin B. Thomas
 Notary Public
 My Commission Exp. 5/2/1915.

The State Bank of Foley

vs.

John N. Jenkins.

CIRCUIT COURT OF
Baldwin COUNTY.

IN EQUITY.

In this cause it being made to appear to the Register that on the 27th day of

March 1917, a copy of the Bill of Complaint filed in this cause was sent to

John N. Jenkins

Defendant, by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed,"

and return receipt demanded addressed to the Register of this Court; and that on the 29th day of

March 1917, such receipt was duly received and filed in this cause:

And it further appearing to the Register that the said Defendant has failed to plead, answer or demur to the said Bill to the date hereof, it is now, therefore, on motion of Complainant, ordered, adjudged and decreed by the Register that the said Bill of Complaint be, and it hereby is in all things taken as confessed against the said

John N. Jenkins

Defendant.

This the 7th day of May 1917

J. W. Pickens

Register.

#2

No. 11

CIRCUIT COURT OF

Baldwin COUNTY,

IN EQUITY.

The State Bank of Foley

vs.

John N Jenkins

DECREE PRO CONFESSO AFTER
NOTICE BY REGISTERED MAIL.

Filed in office this 7th day of

May 19 17

J W Peterson

Register.

Entered in O. B. Page

THE STATE OF ALABAMA,
Baldwin, County.

CIRCUIT COURT OF
Baldwin COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon John N Jenkins,

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 The State Bank of Foley,

against said

John N Jenkins,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defend-
ant 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, T.W. Richerson, Register of said Circuit Court, this

27th day of March 1917.

T.W. Richerson

Register.

~~John N. Jenkins~~
Serve on.....

CIRCUIT COURT OF

Baldwin COUNTY,
IN EQUITY.

No. 11

SUMMONS.

The State Bank of Foley.

vs.

John N. Jenkins.

Filed 3/27/1917

*J. W. Rimmer
Clerk.*

Wm. S. Anderson.

Solicitor for Complainant.

Recorded in Vol. Page

THE STATE OF ALABAMA,

Baldwin, County.

Received in office this.....

day of..... 19.....

Sheriff.

Executed this..... day of

..... 19.....

by leaving a copy of the within Summons

with.....

Defendant.....

Sheriff.

By.....

Deputy Sheriff.

*Copy summons to Complainant
received by Mar 27/1917,
by Reg. Mail. of W. S. Anderson
Register*

State of Alabama)
Baldwin County.)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Five Hundred Dollars to us in hand paid by the State Bank of Foley, the receipt whereof is hereby acknowledged, we, G. C. Oscar and Ina V. Oscar, his wife, do grant bargain, sell and convey unto the said State Bank of Foley, the following described lands situated in Baldwin County, Alabama, to wit: the West half of the North-East quarter of the South West quarter of section four (4) in Township seven (7) South, Range Four (4) East, containing twenty (20) acres more or less.

TO HAVE AND TO HOLD unto the said State Bank of Foley, its successors, heirs and assigns forever.

And we do covenant with the said State Bank of Foley, that we are seized in fee of the above described premises; that we have the right to sell and convey the same; that the said premises are free from all encumbrances and that we will and our heirs, executors and administrators shall forever warrant and defend the same to the said State Bank of Foley against the lawful claims of all persons whomsoever.

Witness our hands and seals this 1st day of October 1915.

Witnesses: P. J. Cooney,

G. C. Oscar (SEAL)
Ina V. Oscar (SEAL)

(U.S.I R Stamp 50 cts)
(Can. by G.C.O.10-6-15)

State of Alabama)
Baldwin County.)

I, P. J. Cooney, a Notary Public in and for said County and State, do hereby certify that G. C. Oscar and Ina V. Oscar, 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 the conveyance, they executed the same on the day the same bears date.

Given under my hand this 1st day of October 1915.

P. J. Cooney, Notary Public for Baldwin
County, Alabama.

State of Alabama)

Baldwin County) I, P. J. Cooney a Notary Public in and for said State and County, do hereby certify that on the 1st day of October 1915 came before me the within named Ina V. Oscar, known to me to be the wife of the within named G. C. Oscar, who being examined separate and apart from the husband in reference to her signature to the the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

Given under my hand this 1st day of October 1915/

P. J. Cooney, Notary Public for
Baldwin County, Alabama.

Filed for Record Oct 6, 1915.

Exhibit B"

Original

Filed for Record Oct 2, 1912.

Belgwin County, Wisconsin.
B. J. Cooney, Notary Public for
the 1st day of October 1912.

Given under my hand this 1st day of October 1912, these on the part of the mapping of her own free will and accord, and without fear, constraints or the the within conveyance, acknowledged that she signed the same and apart from the mapping in reference to her signature to the wife of the within named G. C. Coocer, who being examined separately some before me the within named Mrs. V. Coocer, known to me to state and county, do hereby certify that on the 1st day of October Belgwin County) I, B. J. Cooney a Notary Public in and for said State of Wisconsin)

County, Wisconsin.
B. J. Cooney, Notary Public for Belgwin
the 1st day of October 1912.

Given under my hand this date, same on the day, the same being informed of the contents of the conveyance, they executed the and also are known to me acknowledged the before me on this day, that Coocer, his wife, whose names are signed to the foregoing conveyance County and State, do hereby certify that G. C. Coocer and Mrs. V. Belgwin County,) I, B. J. Cooney, a Notary Public in and for said State of Wisconsin)

(Gen. Pa. C. C. 10-9-12)
(U. S. I. B. Stamp 20 cts)
Witnesses: B. J. Cooney
The V. Coocer (MRS)
G. C. Coocer (MR)

Witness our hands and seals this 1st day of October 1912.

Persons whomsoever. to the said State Bank of Wisconsin against the lawful claims of all fore and administrators and that we will and our heirs, executors from all encumbrances and that we will and our heirs, executors the right to sell and convey the same; just the said premises are are seized in fee of the above described premises; that we have And we do covenant with the said State Bank of Wisconsin, just we cessors, heirs and assigns forever.

TO HAVE AND TO HOLD unto the said State Bank of Wisconsin, its and- Esat, containing twenty (20) acres more or less. of section four (4) in Township seven (7) south, Range four (4) the west half of the North-West quarter of the South West quarter following described lands situated in County, Wisconsin, to wit: parcel, sell and convey unto the said State Bank of Wisconsin, the acknowledged, we, G. C. Coocer and Mrs. V. Coocer, his wife, do hereby said by the State Bank of Wisconsin, the receipt whereof is hereby consideration of the sum of Five Hundred Dollars to us in hand State of Wisconsin.)
KNOW ALL MEN BY THESE PRESENTS, that for and in

This Article of Agreement, made and entered into this 20th day of October 1914, by and between G. C. Oscar, of Baldwin County, Alabama, hereinafter designated, first party, and John N. Jenkins of Wabash County Indiana, hereinafter designated second party, Witnesseth:

1. First party has this date bargained, and sold to second party the following described real estate in Baldwin County, Alabama, to wit:

The West half ($w\frac{1}{2}$) of the North-East quarter ($NE\frac{1}{4}$) of the South-West quarter ($SW\frac{1}{4}$) of section four (4) Township seven (7) South, Range four (4) East, containing 20 acres more or less. And the first party covenants and agrees to make and deliver to second party a deed of general warranty for said premises, together with an abstract of the title, when second party shall have paid first party the sum of \$800. as and for the purchase price of said 20 acres.

2. Second party undertakes and agrees to pay first party for said land the sum of \$800. as follows, to wit:

\$250. upon the signing of this contract.

\$250. on or before Nov. 30, 1915;

\$300. on or before two (2) years from the date of these presents, deferred payments to be made with interest at 6 per cent per annum from date.

Second party shall have possession of said described premises at any time after this contract is executed and the first \$250. is paid.

Second party agrees to give his notes of hand for the \$300. payment and \$250. payment.

3. It is agreed by the parties hereto that first party may have the option, when \$500. has been paid by second party as set out above, to make and deliver a deed and abstract for the premises and take back a mortgage for the remaining \$300. And second party agrees to accept deed and make a mortgage on the premises, if first party shall so elect.

In witness whereof the parties have hereunto set their hands the day and year first above written.

G. C. Oscar
John N. Jenkins.

State of Indiana)

Wabash County.) Before me the undersigned, a Notary Public in and for said County this 20th day of October 1914 came John N. Jenkins and acknowledged the execution of the above contract.

Witness my hand, seal

Alvin B. Thomas, Notary Public
my Commission expires 5/22/1915.

(Seal Notary Public)

State of Alabama)

Baldwin County.) I, W. A. Foster, a Notary Public in and for State and County, do hereby certify that G. C. Oscar, whose name is signed to the foregoing contract and who is known to me, acknowledged before me on this day, that being informed of the contents of said contract, he voluntarily executed the same on Oct. 24, 1914.

Given under my hand and seal this 24th day of Oct. 1914.

(Seal-Notary Public)

W. A. Foster, Notary Public.

ASSIGNMENT.

For value received, I hereby sell, transfer and assign all of my interest in the within contract, to the State Bank of Foley, of Foley, Baldwin County, Alabama, authorizing them to collect all of the deferred payments and interest due on same.

Witness my hand this 1st day of October 1915.

Witnessed by, P. J. Cooney.

G. C. Oscar.

We hereby accept the contract within mentioned, and agree to carry out all of its terms and conditions as agreed to by G. C. Oscar.

Witness our hand this 1st day of October 1915.

Witnessed by, P. J. Cooney.

State Bank of Foley

By John C. Lehr, Cashier

I, John N. Jenkins, party to the within contract, hereby accept the assignment to the State Bank of Foley, and agree to all of its terms and conditions, and agree to pay all of the deferred payments with interest to the said State Bank of Foley.

Witness my hand this 1st day of October 1915.

Witnessed by, P. J. Cooney.

John N. Jenkins.

"Exhibit A"

relief as it may be entitled to in the premises and as to Your Honor may seem just and equitable.

W. S. Anderson

Solicitor for Complainant

Foot note:

The defendant is required to answer each paragraph of of the foregoing bill of complaint from paragraph one to paragraph three, both inclusive, but not under oath, the oath of such defendant is hereby expressly waived.

W. S. Anderson

Solicitor for Complainant.

Complainant shows to the Court that said John N. Jenkins is a non-resident of the State of Alabama, that his residence is North Manchester, Indiana.

W. S. Anderson

Solr. for Complt.

The State of Alabama)
Baldwin County.)

In the Circuit Court,
In Equity.

11

Circuit Court
TO THE HONORABLE OF BALDWIN COUNTY, ALABAMA and to,
THE HONORABLE A. E. GAMBLE, The Judge thereof:

The Bill of Complaint of the State Bank of Foley, a corporation organized and doing business under the laws of the State of Alabama, and doing business at Foley in Baldwin County, Alabama, exhibited against John N. Jenkins, the defendant, who is over the age of twenty-one years and resides in North Manchester in the State of Indiana.

1.

Orator shows unto your Honor that on to wit: the 20th day of October 1914, said defendant, John N. Jenkins entered into a written contract with one G. C. Oscar, by the terms of which said G. C. Oscar agreed to sell and convey to said John N. Jenkins the $W\frac{1}{2}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$ of Section 4 in Township 7 South Range 4 East in Baldwin County, Alabama, containing 20 acres more or less for the sum of Eight Hundred Dollars, which was to be paid as follows: \$250. in cash, on the signing of said contract; \$250. on or before November 30th 1915 and \$300. on or before two years after date of said contract, Oct. 20th 1914; for the two deferred payments said Jenkins agreed to give his notes for the respective amounts, payable at the times above stated. Said contract was duly executed said Jenkins paid the said sum of \$250. in cash and gave his two promissory notes payable to said Oscar, one for \$250., payable on/ or before November 30th 1915, and the other for \$300. payable on or before two years after date.

2.

Orator further shows unto your Honor that on to wit; October 1st 1915, said G. C. Oscar sold and assigned said notes to your Orator, made him a deed to said lands described above and in said Contract; that Orator accepted said assignment of said contract and agreed to carry out its terms and conditions as agreed to by said G. C. Oscar, on the same day said John N. Jenkins accepted

and ratified said assignment of said contract to Orator and agreed to pay all the deferred payments with the interest thereon to Orator. A copy of said Contract, with the assignment to Orator, ~~Orator's~~ Orator's acceptance thereof and the acceptance by said John N. Jenkins are hereto attached as Exhibits hereto and marked "Exhibit A."

Orator also attaches hereto a copy of the deed of conveyance made to it by said G. C. Oscar, marked "Exhibit B".

3.

Orator further shows unto your Honor, that ever since the assignment of said notes and contract to it and the making of said deed by said G. C. Oscar, it has been ready and willing to make to said John N. Jenkins, the conveyance called for in said contract on his paying the amount due as shown by said notes, but Orator shows to your Honor that both of said notes are long passed due and said John N. Jenkins has failed to pay the same though often requested so to do. Orator further shows unto your Honor that said John N. Jenkins is a non-resident of the State of Alabama and owns no property in the State of Alabama from which Orator could realize the amount due on said notes.

Wherefore the premises considered Your Orator prays that Your Honor will take jurisdiction of this his bill if complaint, and that the States writ of Subpoena may issue to said John N. Jenkins requiring him to plead, answer or demur to the allegations of this bill within the time fixed by law and the rules of this Court.

And your Orator further prays that it may please your Honor upon the hearing of this cause by proper orders to be made by your Honor to ascertain the amount due by said Jenkins on said notes; and that your Honor will require and order said John N. Jenkins to pay into the Registry of this Court or to your Orator such amount so found to be due, together with the costs of this case, on some day to be named by your Honor and on his failure to pay said amount on the day to be fixed by your Honor, that your Honor will order and decree that said John N. Jenkins is forever debarred of and from demanding a conveyance by Orator to said lands or any part thereof; and for such other further or different