

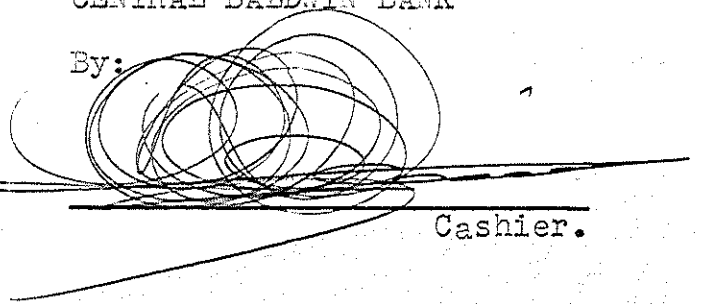
2323

Loxley, Alabama.
October , 1949.

RECEIVED of Alice J. Duck, Register of the Circuit Court, THREE HUNDRED SIXTY-SIX and 50/100, in full payment of note of Harley O. Barnes and wife, secured by mortgage on Lots Seven and Fifteen in Block Five of the "Highways" in Loxley, Alabama, which said mortgage is satisfied in full and will be cancelled by us in the records.

CENTRAL BALDWIN BANK

By:



Cashier.

H. KENNEDY,

Plaintiff,

-vs-

EDNA STEADHAM, ROSCOE
JACKSON and WILLIE E.
JACKSON,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

NO. 2323

Comes the Plaintiff, H. Kennedy, and moves for dismissal
without prejudice of the above styled cause upon payments of costs
by Plaintiff.


Solicitor For Plaintiff

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY
No. 2323

-----TERM, 194-----

TO ANY SHERIFF OF THE STATE OF ALABAMA :

You are hereby commanded to summon

Edna Steadham,

Willie Edward Jackson, Floyd Jackson,
and Roscoe Oliver Jackson

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

Edna Steadham et al

, Defendant-----

by

H. Kennedy

-----Plaintiff-----

Witness my hand this

5th

day of

Aug

1949

George J. Welch

, Clerk

No. _____ Page _____

THE STATE of ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Plaintiffs

vs.

Defendants

SUMMONS and COMPLAINT

Filed _____, 194_____

Clerk

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co., Bay Minette, Ala.

Defendant lives at

RECEIVED IN OFFICE

194

Sheriff

I have executed this summons

this _____ 194

by leaving a copy with

Sheriff

Deputy Sheriff

H. KENNEDY,

Complainant,

-vs-

EDNA STEADHAM, WILLIE EDWARD
JACKSON, FLOYD JACKSON and
ROSCOE OLIVER JACKSON,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF SAID COURT:

Complainant, H. Kennedy, brings this his Bill of Complaint against the above named Respondents and shows unto this Honorable Court:

1. That the Complainant is over the age of twenty-one years and a resident of Baldwin County, Alabama; that the Respondents are over the age of twenty-one years and are residents of Baldwin County, Alabama.

2. That heretofore on, to-wit, the 29th day of August, 1944, Respondents obtained from the State Bank of Elberta, a corporation, a loan in the sum of One Thousand Five Hundred Dollars (\$1,500.00) to secure the payment of which they made, executed and delivered to the State Bank of Elberta a Mortgage upon and conveying the following described real property situated in Baldwin County, Alabama, viz:

The West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$), and the East Half ($E\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section seven (7), Township seven (7) South, Range four (4) East.

By the terms of said Mortgage the debt therein secured bore interest at the rate of eight per cent (8%) per annum, the principal and interest being evidenced by a Promissory Waive Note of even date therewith.

3. That on the 21st day of January, 1948, the said Respondents, Edna Steadham, also known as Mrs. G. C. Steadham, and Roscoe Jackson obtained from the Farmers & Merchants Bank of Foley, Alabama, a loan of Five Hundred Dollars (\$500.00) to secure the payment of which they made, executed and delivered a Chattel Mortgage Note conveying the following described personal property located in Baldwin County, Alabama, viz:-

International Fl2 Tractor on Rubber;
International Tractor Cultivator Attachment;

International 18 in. Single Bottom Tractor Plow;
International 2 row Potato Planter;
Champion 2 row Potato Digger;
1 Jersey Cow and Increase;
1 Heifer Calf, six weeks old;
All crops grown during 1948.

By the terms of said Mortgage the debt therein secured bore interest at the rate of eight per cent (8%) per annum.

4. Both of said Mortgages, as hereinabove set out, are of record in the office of the Judge of Probate of Baldwin County, Alabama, and both of said Mortgages have been regularly and duly transferred and assigned by the holders thereof, that being the State Bank of Elberta, Elberta, Alabama, a corporation, and the Farmers & Merchants Bank of Foley, Alabama, a corporation, to the Complainant.

5. Complainant further shows unto the Court that in addition to the sums paid in the assignment of said Mortgage and the interest therein, that the Respondents are indebted to him as follows: Roscoe Jackson and Edna Jackson Steadham, who were doing business as a partnership, One Thousand Six Hundred Eighty-five & 36/100 (\$1,685.36) with the interest thereon from the dates of purchase and delivery of seed, items of merchandise, moneys, and work and labor done as shown on the itemized statement which is attached hereto, marked Exhibit "A", and made a part hereof, and that the Respondent, Willie Edward Jackson is indebted to the Complainant in the principal sum of Six Hundred Six & 88/100 Dollars (\$606.88) in addition to the sums paid in the purchase of the mortgage indebtedness, and the interest thereon, with interest from the dates of purchase, delivery of money, work and labor, etc. shown on the attached statement, marked Exhibit "B", and made a part hereof; that the Complainant furnished money, seed, etc. as shown on Exhibit "A" and Exhibit "B" to the Respondents with the specific understanding and agreement that the real estate mortgage hereinabove described should be security for such amounts so due, and that such amounts so due would become a part of the mortgage indebtedness and therefore subject to foreclosure as mortgage indebtedness on the real estate hereinabove described.

The Complainant further shows that said Mortgage and the Note evidencing the indebtedness secured thereby provided for foreclosure by selling the described property at public outcry to the highest bidder at the front door of the Courthouse of Baldwin County,

Alabama, during the legal hours of sale after first having given 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 any newspaper published in Baldwin County, Alabama, and the proceeds to apply first to the costs of the sale, including a reasonable attorney's fee, then to the debt hereby secured, and any balance, to pay to the said mortgagors. The Mortgage further contains provisions for the mortgagee, its agent or attorney to conduct the sale and to make a deed to the purchaser in the name of the mortgagors as their Attorney-in-Fact and provided for the Mortgagee to bid at said sale as if a stranger to the instrument.

The Complainant further shows unto your Honor that by agreement with the Respondents the term of said Mortgage was extended, as was the amount due thereunder, and Complainant further shows that said agreed time has terminated and that the Mortgages hereinabove referred to are in default and are subject to foreclosure.

6. Complainant avers that he has employed counsel to foreclose said Mortgages and to collect the sums due thereunder and is entitled to and claims reasonable compensation for the service of said attorney.

THE PREMISES CONSIDERED, Complainant makes Edna Steadham, Willie Edward Jackson, Floyd Jackson and Roscoe Oliver Jackson party defendants to this bill and prays that process be issued out of this Honorable Court and served upon them in the manner provided by law commanding them to plead, demur or answer to this Bill of Complaint within the time and manner provided by law and the rules of this Honorable Court, and failing, that a decree pro confesso be entered against them; that upon a final hearing hereof, it may please the Court to make and enter a decree foreclosing said Mortgages and directing the sale of the property therein conveyed; that the amount of said debt be ascertained and fixed by decree of this Court, both as to principal and interest, including a reasonable attorney's fee for the services of Complainant's attorney herein, and that if Complainant is mistaken in the relief herein specifically prayed, he prays for all such other, further and different relief to which, in the circumstances of the case, he may be entitled in that equity may be done.

EXHIBIT "A"

Statement

H. KENNEDY

Grower and Shipper of Farm Produce

Summerdale, Ala.

Sold to ROSCOE JACKSON & MRS. JACKSON:

1947:

3-27	3# Fla. Giant Melon Seed	6.00
5-20	Cash Advance on Account	60.00
2-18	6 Ton 4-10-7	223.50
19	6 Ton 4-10-7	223.50

1948:

3-19	1½ Ton 4-10-7	60.00	
4-3	200# COCS-3% & Plane Ser.	28.91	
17	300# " " "	43.37	
26	Check 3630 Advanced	32.29	
6-17	6 Bu. Odgen Beans		
	1 Can Inoculation	32.06	
8-25	Check Advanced for Taxes	35.05	
29	600# 5% DDT & Plane Ser.	76.82	
3-15	2½ Ton Cuke Special Fert.		
	2½ Ton 4-10-7		
	5# A&C Cuke Seed	245.00	
24	5# A&C Cuke Seed	10.00	
25	2# A&C Cuke Seed	4.00	
4-9	6 Bags Soda		
	6 Bags 4-10-7	30.72	
5-6	Check Advance	50.00	
7	Check Advance	100.00	
12	10 5/8 Hampers	3.00	
	Check Advance	50.00	
26	Check Advance	23.46	
6-16	7 Buw Ogden Beans		
	2 Cans Inoculation		
	Paid Land Mortgage at Elberta		
	State Bank	819.00	
27	Plowing 20 Acres		
	Disc 11 Acres	58.25	
28	25 Bu. Clemson Beans		
	1 Case Inoculation	128.32	
30	Paid Ard & Strong for Gas	124.70	
7-6	Disc 25 acres		
	Rotary Hoe worked 11 Acres	61.00	
13	6 Bu. Clemson Beans Returned		30.00
8-25	Check Advanced for Taxes	35.00	
	300# 5% DDT & Plane Ser.	37.41	
1-22	Credit on Account		400.00
2-6	80 Bags Neb Cert Seed Potatoes	400.00	
	5 Ton 4-10-7	200.00	
10	5 Ton 4-10-7	200.00	
20	2 Ton 4-10-7	80.00	
28	1½ Ton 10-10-0	78.00	
5-12	Check Advance	125.00	
7-1	12 Bu. Pelican Beans	60.00	
	1 Case Inoculation & Tax	3.32	
	Credit Seed Beans		814.18
	Credit Oil Beans		442.25
	Cutting 38 Acres Beans	190.00	
	Check Advanced	100.00	
	Paid Note at Bank	500.00	
12-11	Paid Taxes by Check	9.86	

Continued Exhibit "A"

-2-

1949:

1-12	Paid Ard & Stron for Gas	27.31	
3-17	1½ Ton 4-10-7 with Sulphate of Potash	65.02	
	2# A&C Cuke Seed	4.00	
6-13	Credit Cukes on Account		41.75
	TOTAL AMOUNT	\$2953.61	

EXHIBIT "B"

Statement

H. KENNEDY

Grower and Shipper of Farm Produce

Summerdale, Ala.

Sold to BILL JACKSON:

1947:

2-15	Cash on Seed		100.00
2-19	7 Tons 4-10-4	259.00	
2-19	33 Sx Main.	123.75	
2-21	3 Tons 4-10-4	111.00	
2-24	50# Cross Bantum	20.00	
2-26	4# Cuke	8.00	
3-5	2 Ton 4-10-4	74.00	
3-18	42 Truckers Favorite	6.30	
3-20	3 Tons 4-10-4	111.00	
4-14	1 Ton 6-8-4	39.00	
4-14	10 sx Soda	27.00	
4-22	200# COCS 3% & Tax	20.91	
4-29	9 Sx Soda	24.30	
4-29	50# COCS P. & Tax	4.08	
5-28	Cash Advance	100.00	
5-31	Potatoes Credit Account		325.05

1948:

6-17	12 Bu. Odgens, 3 Cans Nit.		
	Tax	64.68	
6-27	14 Acres Disked	10.50	
6-29	5 Bu. Clem.	25.00	
7-6	14 Acres Rotobeaater	14.00	
7-29	200# 5% DDT, Tax, P. Serv.	25.61	
8-17	50# 5% DDT, Tax	3.90	
8-25	Check Advance 1/3 Taxes	35.05	
10-12	Check Advance	72.00	
10-14	1 Ball Twine	1.60	
10-20	Paid Kelly for Cutting Beans	72.00	
12-11	Check for Taxes	4.92	
8-27	Cutting Beans	18.00	

1949:

2-17	3 Tons s4-10-7 Special	120.00	
26	Paid 100.00, Cash 500Q Ck.		60.00
24	3 1/2 Tons 4-10-7 Special	192.00	
26	10# Marketer	21.00	
	Paid Cash		11.00
4-6	Credit out of Beans		539.08
	1 1/2 Ton Soda	105.00	
5-3	125# COCS & Parithien	22.95	
14	Plane Service	5.00	
14	50# COCS & Parithien	9.18	
16	Ck. 7870 Adv.	20.00	
6-13	Credit on Cukes		128.72

TOTAL AMOUNT \$ 606.88