

No. 23.

THE STATE OF ALABAMA,  
Baldwin County.

CIRCUIT COURT, IN EQUITY.

Baldwin County Bank

Complainant.....

vs.

Mare & S E Phillips

Defendant.

ORIGINAL BILL.

Filed May 31 1917

W. P. Pinson

Register.

Page Moore

Solicitor.

Marse Phillips (L. S. )

S. E. Phillips ( L. S. )

Executed in the presence of J. A. Shiver.

State of Alabama,

Baldwin County.

I, Jacob A. Shiver, J. P. in and for said County and State, hereby certify that S. E. Phillips and Marse Phillips whose names are signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this 28th day of April 1917

Jacob A. Shiver J. P.

State of Alabama,  
Baldwin County.

I, Jacob A. Shiver, J. P. in and for said County and State, do hereby certify that on the 18th day of April 1917 came before me the within named Marse Phillips known to me to be the wife of the within named S. E. Phillips who being examined separate and apart from her husband touching her signature to 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.

In Witness whereof, I hereunto set my hand this 28th day of April 1917.

Jacob A. Shiver

State of Alabama,  
Baldwin County.

I James M. Voltz, Judge of the Probate for said County hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 & 1903.

James M. Voltz, Judge of Probate,  
By J. L. Kessler, Clerk.

Filed for record April 30th 1917 at 10:10 A. M.  
Recorded April 30th 1917.

James M. Voltz Judge of Probate.

such other additional indebtedness is fully satisfied.

To have and to hold unto the said Milton A. Hartley, his successors and assigns forever. Provided, nevertheless, that if we shall pay and satisfy all indebtedness which this mortgage is intended to secure, and also the cost for probating and recording this instrument and all the lawyers fees and other charges secured hereby, this conveyance is to be void; But on default of such payments or any one of them promptly when the same falls due or should the said Milton A. Hartley at any time before the same falls due feels unsafe or insecure, then the said Milton A. Hartley his successors or assigns, are hereby authorized to take possession of the above described property, and sell the same to the highest bidder for cash at public auction at before the court house at Bay Minette, Alabama, execute the title to the purchaser, after giving ~~thirty~~(30) days notice of the time and place of sale by advertisement in some newspaper published in said County, or by posting a written notice at the Court House ~~xxxx~~ and two other public places in said County. The proceeds of said sale to be applied, 1st, to pay for recording and probating this instrument, and the lawyers fees and other charges and expenses incident to the collection of sums secured by this mortgage, and to obtaining possession of said property whether by suit or otherwise, and advertising, selling and conveying the same; 2nd, to pay any amount that may be due over and above the amount named in said notice; 3rd, to pay the amount due upon said note, and lastly, if there be any surplus the same is to be paid to the undersigned. It is agreed that the mortgagee may bid for and become the purchaser of any property sold under the power contained in this mortgage. And to further secure the payments of the sums mentioned in this mortgage we do hereby waive all right to claim the benefits of all homestead and other exemptions of real and personal property given under the Constitution and Laws of the State of Alabama.

In witness whereof we have hereunto set our hands and seal ~~this~~ the 28th day of April 1917.

"C. Hartley A"

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

Know all men by these presents, that we S. E. Phillips and Marse Phillips his wife for and in consideration of our indebtedness to Milton A. Hartley in the sum of Twenty-nine hundred Dollars which is evidenced by one promissory note bearing even date with this instrument, and made payable to the said Milton A. Hartley as follows, to-wit: Oct. 15th, 1918, and for the purpose of securing the payment of said note, and securing the payment of any other amount the said Milton A. Hartley may advance money or otherwise, during the year 1917, over and above the amount of said note, and also all lawyers fees, recording fees and other charges, and expenses agreed to be paid in or by said note, or by this mortgage, do grant, bargain, sell and convey unto the said Milton A. Hartley the crops of all kinds and descriptions growing or to be grown by or for us or that may accrue to us in any legal manner during the year 1917, and every year thereafter until the debt herein named are fully satisfied; also the following described property situated in the County of Baldwin and State of Alabama, to-wit:

The Northeast quarter of the Southeast quarter of Section Twenty-six (26) in Township One North of Range Four East, also Lots 67, 68, 73 and 74, in the Havard Addition to the Town of Perdido, also 11 head of cattle, one grey horse named John, one bay mare named molly, 2 plows and plow stocks, 3 shoe cases, one set of scales Hamilton make, one set of scales Gulf City make, 29 ladys hats.

if  
It is agreed that/the said Milton A. Hartley should furnish supplies or make advances, money or otherwise, during the year 1917, over and above the amount named in said note such additional indebtedness shall be secured by this mortgage, and all payments made by or for us whether derived from proceed of sale of property herein conveyed or otherwise acquired, shall be applied toward the payment of such additional indebtedness, and we shall not be entitled to have any payment credited on said note until

mortgage, a copy of which is hereto attached as "Exhibit A", be cancelled and avoided and held of no force and effect and that the property set out and described therein be subjected to the payment of the judgment indebtedness of your Complainant.

That, if your Complainant is mistaken in the relief above prayed for that your Honor will grant unto it such other, further, different and general relief as in justice and equity it may be entitled to receive, under the allegations and proof it will ever pray, etc.

PAGE & MOORER,

Solicitors for Complainant.

FOOT NOTE: The respondents, and each of them are required to answer each and every paragraph of the foregoing Bill of Complaint, numbered from First to Third, both inclusive, but not under oath, answer under oath being hereby expressly waived.

PAGE & MOORER,

Solicitors for Complainant.

One pair scales, Hamilton make, One pair scales, Gulf City make, Twenty-nine Ladies Hats, for a purported consideration of Twenty-nine Hundred Dollars (\$2900.00).

That the suit instituted by this Complainant against the said Marse Philips and S.E.Philips in the Circuit Court of Baldwin County, Alabama was commenced on the \_\_\_\_\_ day of April, 1917, and the Summons and Complaint served on the Defendants on, to-wit: the 27th day of April, 1917.

That the said Milton A. Hartley is the Father of Marse Philips and the Father-in-law of S.E.Philips.

That a copy of the said mortgage is hereto attached, marked "Exhibit A", and made a part hereof, as though fully set out herein.

THIRD.

That while the said mortgage was executed to secure a recited indebtedness of Twenty-nine Hundred Dollars (\$2900.00), this Complainant avers and states that the said mortgage is without consideration, simulated, fraudulent and void, and executed for the purpose of hindering, delaying and defrauding this Complainant out of the indebtedness due and owing from the said Marse Philips and S.E.Philips to it, which said indebtedness was due and owing from the said Marse Philips and S.E.Philips to this Complainant at the time of the execution of the said mortgage.

That the said Marse Philips or S.E.Philips, or both of them reserved unto themselves at the time of the execution of the said mortgage a secret equity in and to the property set out and conveyed in and by the said mortgage. That the said Marse Philips, S.E.Philips and Milton A. Hartley are each over the age of Twenty-one years and are each resident citizens of Baldwin County, Alabama.

PRAYER FOR PROCESS.

The premises considered, your Complainant respectfully prays that the said Marse Philips and S.E.Philips and Milton A. Hartley be made parties respondent to this Bill of Complaint by the usual process of this Honorable Court and that they be required to demur, plead to or answer the same within the time and under the pains and penalties of this Honorable Court or that the same be forever confessed.

PRAYER FOR RELIEF.

That on the final hearing of this cause, that the said

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

C I R C U I T C O U R T ,  
I N E Q U I T Y .

TO THE HONORABLE, THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA, AND TO THE HONORABLE A. E. GAMBLE, AS JUDGE THEREOF:-

Humbly complaining, Baldwin County Bank, a corporation,  
organized under the general laws of the State of Alabama, and having its  
principal place of business at Bay Minette, Baldwin County, Alabama,  
respectfully represents and shows unto your Honor and unto the Court:

FIRST.

That on, to-wit: the 28th day of May, 1917, it obtained  
a judgment in the Circuit Court of Baldwin County, Alabama, against Marse  
Philips and S. E. Philips for the sum of Two Hundred, Sixty-one and No/100  
(\$261.00) debt, and the sum of Eight and 35/100 Dollars (\$8.35) cost of  
Court, and the said judgment, both as to debt and cost is due, owing and  
unsatisfied, and the said Marse Philips and S.E.Philips are justly indebt-  
ed to this Complainant in the sum of Two Hundred, Sixty-nine and 35/100  
Dollars (\$269.35), together with the interest thereon from the 28th day  
of May, 1917.

SECOND.

That on, to-wit: the 30th day of April, 1917, Marse  
Philips and S.E.Philips executed to Milton A. Hartley a mortgage, convey-  
ing unto the said Milton A. Hartley the Northeast quarter (NE $\frac{1}{4}$ ) of the  
Southeast quarter (SE $\frac{1}{4}$ ), Section 26, Township 1, North, Range 4, East;  
also lots 67, 68, 73, 74 in the Havard Addition to the Town of Perdido,  
all of the above described real estate being situated in Baldwin County,  
Alabama; also Eleven head of cattle, one grey horse, named, "John". One  
bay mare, named "Molly", Two plows and plow stocks, Three Show Cases,

23

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 Marse Phillips and S.E. Phillips,

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 Baldwin County, Bank & Corporation.

against said Marse Phillips and S.E. Phillips.

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, T.W. Richerson, Register of said Circuit Court, this

31st day of May 19 17

T.W. Richerson  
Register.



*Original*  
Serve on

CIRCUIT COURT OF

Baldwin COUNTY,  
IN EQUITY.

No. 23

SUMMONS.

Baldwin County Bank.  
a Corporation.

vs.

Marse Phillips and S.E.  
Phillips.

Page and Moorer.

Solicitor for Complainant.

Recorded in Vol. Page

THE STATE OF ALABAMA,

County.

Received in office this

day of *May* 1917

*W. E. Eubank*  
Sheriff.

Executed this *13<sup>th</sup>* day of

*June* 1917

by leaving a copy of the within Summons

with *Marse Phillips*  
*S. E. Phillips*  
Defendant.

*W. E. Eubank*  
Sheriff.

By

Deputy Sheriff.