

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 Mary A Scott

of Montgomery 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

William Vizard and Anthony Vizard.

against said

Mary A Scott,

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 15th day of Jan

1918.

T. W. Richerson
Register.

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

copy
Mary A Scott.

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No. 33

SUMMONS.

William and Anthony Vizard.

vs.

Mary A Scott.

Stevens Mc Corvey and McLeod.

Solicitor for Complainant.

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this.....

day of 191.....

Sheriff.

Executed this..... day of

191.....

by leaving a copy of the within Summons with

Defendant

Sheriff

By

Deputy Sheriff.

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~~ Mary A Scott

of Montgomery 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

William Vizard and Anthony Vizard

against said Mary A Scott.

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 25th day of

1917

T. W. Richerson
Register.

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

copy
Mary A Scott.

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No. 33

SUMMONS.

William Vizaed and

Anthony Vizard

vs.

Mary A Scott.

Solicitor for Complainant.

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this June

day of 191

Sheriff.

Executed this.....day of

191

by leaving a copy of the within Summons with

Defendant

Sheriff

By

Deputy Sheriff.

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 Mary A Scott

of Montgomery 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

William Vizard and Anthony Vizard

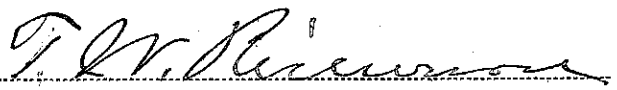
against said

Mary A Scott,

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 15th day of Jan

1918.


Register.

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

Original
Mary A Scott.

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No. 33

SUMMONS.

William and Anthony Vizard.

Mrs. T. J. Scott of Montgomery, accompanied by Miss Dorothy Gay of Cambridge, Mass., arrived in the city last night to visit her son and daughter-in-law, Mr. and Mrs. Hal L. Scott, at their home on North Barcelona street. — Pensacola Journal.

vs.

Mary A. Scott.

Stevens Mc Corvay and Mc Leod.

Solicitor for Complainant.

Recorded in Vol..... Page.....

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this.....

day of191.....

Sheriff.

Executed this.....day of

191.....

by leaving a copy of the within Summons with

Defendant

Sheriff

By

Deputy Sheriff.

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 ~~S&Mss.~~ Mary A Scott

of Montgomery 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

~~William Vizard and Anthony Vizard~~

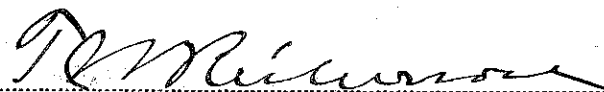
against said

Mary A Scott.

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 23rd day of June

191 7


Register.

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

Original

Serve on Mary A Scott.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No. 33

SUMMONS.

William Vizaed and

Anthony Vizard

vs.

Mary A Scott.

Solicitor for Complainant.

Recorded in Vol. _____ Page _____

2089

413

THE STATE OF ALABAMA,
BALDWIN COUNTY.

RECEIVED IN OFFICE
Received in office this June
day of JUN 25 1917 191
" W. B. WALLER, Sheriff
Sheriff.

Executed this _____ day of _____ 191

by leaving a copy of the within Summons with

Defendant

Sheriff

By _____
Deputy Sheriff.

*Not found in my
County said to be
in Boston, Mass
25th June 1916
W. Waller Sheriff
R. Vaughan DS*

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

Mary A Scott

of *Montgomery* 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

*William H. Bryant and
Anthony Bryant*

against said

Mary A. Scott

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

27th day of *December*

191.....

T. W. Richerson
Register.

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

Amos Original

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No.....

SUMMONS.

*William Dillard
and Anthony
Dillard*

vs.

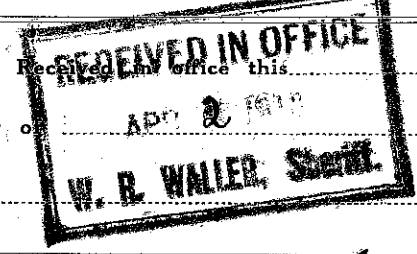
Mary A Scott

Steven McConvey McLeod
Solicitor for Complainant.

Recorded in Vol..... Page.....

*2634
1918*

THE STATE OF ALABAMA,
BALDWIN COUNTY.



day of 1918

Sheriff.

Executed this *4th* day of
April 1918

by leaving a copy of the within Summons with
Mrs. Mary A. Scott

Defendant

W. B. Waller
Montgomery Co. Sheriff

By *P. H. Vaughan*
Deputy Sheriff.

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 Mary A Scott,

of Montgomery 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

William Vizard and Anthony Vizard

against said

Marye- A Scott

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 28th day of December

1917.



Register.

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

Original

Serve on Mary A. Scott, of Montgomery, County THE STATE OF ALABAMA,

BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No. 35

Pluris SUMMONS.

William Vizard and

Anthony Vizard.

vs.

Mary A. Scott.

Stevens Mc Corvey and

Mc Toob.

Solicitor for Complainant.

Received in office this 10th

day of January 1918

J. W. Van Pelt
Sheriff.

Executed this 10th day of

January 1918

by leaving a copy of the within Summons with

Mrs Mary A. Scott

Defendant

J. W. Van Pelt
Escambia Co. Ala Sheriff

By *C. Hartfield*
Deputy Sheriff.

Dec 1⁰⁰

STEVENS, McCORVEY & McLEOD
ATTORNEYS AT LAW
503-7 CITY BANK BUILDING
MOBILE, ALA

March 26th, 1918.

THOMAS M. STEVENS.
GESSNER T. McCORVEY.
WILLIAM McLEOD.
DAVID B. GOODE.

Mr. T. W. Richerson,
Clerk of the Circuit Court,
Bay Minette, Alabama.

Dear Sir:-

I have ascertained that the service on Mrs. Mary Scott was in Pensacola. This service was void and without effect. Please issue another summons immediately and send it to the Sheriff of Montgomery County, writing him that service in Florida is impossible, and asking him to make service if the defendant has returned to Montgomery.

Yours truly,

T. M. Stevens

TMS-S.

*Recd issued 3/28/18
Recd Sheriff of
Montgomery Co.*

William Vizard, et al.,
vs.
Mary A. Scott.

:
: IN THE CIRCUIT COURT OF BALDWIN COUNTY,
: ALABAMA.
: IN EQUITY.
:

The mortgage sought to be foreclosed in the above stated cause having been paid since the institution of the suit, now come the complainants and dismiss the said suit out of this Court, and consent that the costs of the cause be taxed against them.

Stevens, McCowan & McLeod
SOLICITORS FOR COMPLAINANTS.

Recorded in minutes
Page 14

Filed 4/22/918
J. W. Allison
Register

No 33

Filed 4/23/17

T. W. Williams
Register

STEVENS, M'CORVEY & M'LEOD
ATTORNEYS AT LAW
503-7 CITY BANK BUILDING
MOBILE, ALA.

EXHIBIT "C".

"Montgomery, Ala. October 28th, 1916.

On April 1st, 1918, the undersigned promises and agrees to pay to William Vizard and Anthony Vizard, -----
-----SIX HUNDRED AND FIVE AND 64/100 (\$605.64) DOLLARS -----
For value received. Payable at the Merchants Bank, in Mobile, Ala.,

This note is secured by a purchase money lien upon land and personal property this day sold to the payor by the payee, and the payor expressly agrees to pay the cost of the collection of the same, including a reasonable attorney's fee therefor. However, if at any sale had in foreclosure of the lien retained, of which this is a part, there is a deficiency, the payor shall not be liable therefor, but, the liability of the payor shall be limited to her interest in the property conveyed upon which lien is retained. If the undersigned shall fail to pay this note according to its tenor, the same shall be collected by a foreclosure of the vendor's lien and not in any other way.

Mary A. Scott."

EXHIBIT "B".

"Montgomery, Ala., October 28th, 1916.

On April 1st, 1918, the undersigned promises and agrees
to pay to William Vizard and Anthony Vizard, -----
-----TEN THOUSAND AND NINETY FOUR DOLLARS. (\$10,094.00) -----
For Value received, Payable at the Merchants Bank, in Mobile, Ala.

This note is secured by a purchase money lien upon
land and personal property this day sold to the payor by the payee,
and the payor expressly agrees to pay the cost of the collection
of the same, including a reasonable attorney's fee therefor.
However, if at any sale had in foreclosure of the lien retained,
of which this note is a part, there is a deficiency, the payor
shall not be liable therefor, but, the liability of the payor shall
be limited to her interest in the property conveyed upon which
lien is retained. If the undersigned shall fail to pay this note
according to its tenor, the same shall be collected by a foreclosure
of the vendor's lien and not in any other way.

Mary A. Scott."

said rights shall apply to this instrument.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 28th. day of October 1916.

William Vizard (SEAL)

Mary D. Vizard (SEAL)

Anthony Vizard (SEAL)

Cora H. Vizard (SEAL)

STATE OF ALABAMA, |

MOBILE COUNTY. | I. O. M. Otts, a Notary Public, in and for said State and County, do hereby certify that William Vizard and Mary D. Vizard, his wife, Anthony Vizard and Cora H. Vizard, 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 voluntarily on the day the same bears date.

Given under my hand and seal this 28th. day of October 1916.

O. M. Otts.
Notary Public Mobile County Alabama.

notice in writing to the said Mary A. Scott, her heirs or assigns by registered mail, postage prepaid, and the auctioneer conducting the sale is hereby authorized in the name of the said Mary A. Scott, and as her attorney in fact, to convey the title to said property to the purchaser, and the proceeds of sale, whether under the power herein contained or through the Court, shall be applied as follows:-

1st: To the payment of the cost of the sale, including a reasonable attorney's fee, if foreclosed by an attorney.

2nd: To the payment to grantors of any sums paid out by them for taxes and legal assessments, together with the interest thereon.

3rd: To the payment of the amount then owing on the unpaid purchase price, with interest thereon to the date of sale.

4th: The balance, if any, to be paid to the said Mary A. Scott.

The grantors may purchase said property at such sale, and, in that event, the auctioneer conducting the sale is hereby authorized, in the name of Mary A. Scott, and as her attorney in fact, to convey said property to the purchaser.

All rights and powers of the grantors under this instrument shall inure to and be exercised by their heirs or assigns at their discretion.

It is understood and agreed between the parties to this instrument and is part of the contract between them that the personal liability of the said Mary A. Scott shall be limited to her interest in the property hereby conveyed, and if default is made by her in any of said payments, collection of said debt for purchase money shall be made by foreclosure of the lien herein reserved and not otherwise. It is further understood and agreed that in the event of the foreclosure of this vendor's lien, under the power of sale herein contained, or otherwise, the said Mary A. Scott shall have the full benefit of the right of redemption in the manner and under the conditions named in sections 5746 to 5759, both inclusive, of the Code of Alabama of 1907, and that

TO HAVE AND TO HOLD, the same in fee simple forever.

The said Mary A. Scott assumes the payment of all taxes for the year 1916.

A VENDOR'S LIEN is hereby reserved to secure the said sum of Ten thousand and ninety four (\$10,094.00) dollars, the balance of the purchase price, with six per cent interest per annum thereon from the first day of April 1916, payable, both interest and principal, according to the tenor and effect of one principal note for the sum of Ten thousand and ninety four (\$10,094.00) dollars, due on the first day of April, 1918, and two interest notes for the sum of Six hundred and five and 64/100 (\$605.64) dollars, each, one due April 1st. 1917, and one due April 1st. 1918, all of said notes bearing even date herewith, executed by Mary A. Scott, and payable to the order of William Vizard and Anthony Vizard, at the Merchants Bank of Mobile, Alabama.

Should the said Mary A. Scott fail to pay at maturity any payment secured by this vendor's lien, then the grantors may, at any time thereafter, before payment thereof, at their option, declare the entire debt secured herein, due and payable, by giving the said Mary A. Scott, her heirs or assigns, notice in writing of the exercise of such option, and, at any time after ten days from the date of said notice, proceed to foreclose this vendor's lien by sale under the power hereinafter given, or by suit in a Court of Equity.

In the event of the default of the payment of the debt hereby secured, and in the event the grantors shall have declared the same due and payable before maturity in the manner above provided for, they are hereby authorized to sell the property for cash, at public auction, in front of the Court House of either Baldwin County or Talladega County, State of Alabama, upon first given notice of the time, place and terms of sale, together with a description of the property, by advertisement once a week for three successive weeks in any newspaper published in either of said Counties, and by giving

October 28th, 1916, and said lands being more fully described as follows.

Parts of Section	Sec.	Tow.	Rng.	Acres.
NE $\frac{1}{4}$ of NE $\frac{1}{4}$:	15	2S	3E	39.90
All of	21	2S	4E	642.32
All of	27	2S	4E	646.16
E $\frac{1}{2}$ & SW $\frac{1}{4}$:	35	2S	4E	495.30
All of	27	3S	4E	641.16
S $\frac{1}{2}$ of NE $\frac{1}{2}$ & E $\frac{1}{2}$ of SE $\frac{1}{2}$ & W $\frac{1}{2}$ of SW $\frac{1}{2}$:	29	3S	4E	322.90
All of	31	3S	4E	620.51
All of	33	3S	4E	634.35
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ & S $\frac{1}{2}$ of SE $\frac{1}{4}$:	1	4S	2E	120.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ & NW $\frac{1}{4}$ of SE $\frac{1}{4}$ & S $\frac{1}{2}$ of S $\frac{1}{2}$: N $\frac{1}{2}$ of NW $\frac{1}{4}$:	1	4S	4E	301.92
All of	3	4S	4E	641.60
E $\frac{1}{2}$:	9	4S	4E	321.30
All of	11	4S	4E	640.00
E $\frac{1}{2}$ of W $\frac{1}{2}$ of	1	5S	2E	159.95
E $\frac{1}{2}$ of N.E $\frac{1}{4}$:	3	5S	2E	79.93
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ & E $\frac{1}{2}$ of NW $\frac{1}{4}$ & SE $\frac{1}{4}$ of NW $\frac{1}{4}$:	5	5S	3E	158.46
				<u>6465.76</u>

it being the intent of the grantors herein to convey by these presents any and all interest that they may have in and to the real-estate, machinery, tools, equipment and personal property formerly belonging to the Alabama Marble Quarries, as a corporation, and all machinery, tools, and equipment that belongs to them individually, located at the quarry near Sycamore, Alabama, and any and all interest that may have been conveyed to them by that certain deed from Mary A. Scott to a certain undivided interest in a certain trust and lands in Baldwin County State of Alabama; together with all and singular the tenements, rights, privileges and appurtenances of, in and to said described premises in anywise belonging.

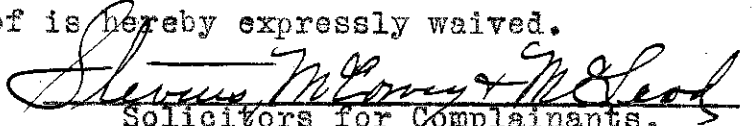
EXHIBIT "A".

"KNOW ALL MEN BY THESE PRESENTS, That we, William Vizard and wife, Mary D. Vizard, of Mobile, Alabama, and Anthony Vizard and wife Cora H. Vizard, of New Orleans, La., for and in consideration of the sum of Ten thousand and ninety five (\$10,095.00) Dollars, one dollar of which has been paid to us in cash by Mary A. Scott, the receipt whereof is hereby acknowledged, and the balance, Ten thousand and ninety four (\$10,094.00) dollars, to be paid by the said Mary A. Scott, as hereinafter stated, and to be secured by a vendor's lien hereinafter retained, have granted, bargained, sold and conveyed and do by these presents, grant, bargain, sell and convey unto the said Mary A. Scott, the following described property, to-wit:

The north-east quarter of section one, in township twenty-one south of range four east of the Huntsville Meridian, in Talladega County, State of Alabama, together with all buildings, machinery, implements, tools and personal property belonging to grantors; also, all buildings, machinery, implements, tools and personal property acquired by grantors under that certain deed dated the 5th. day of April, 1916, executed by the Alabama Marble Quarries by T.H. Mabson, auctioneer, for William Vizard and Anthony Vizard, assignee and transferees of John J. Flowers, mortgagee, in that certain mortgage executed and delivered by the Alabama Marble Quarries, a corporation, to John J. Flowers, mortgagee, of record in the office of the Judge of Probate of Talladega County Alabama, in Mortgage Book 108 on page 181, said deed referred to being recorded in Book of Deeds 73 at page 404 of the Probate Records of Talladega County Alabama, special reference is hereby made to both instruments; also, our undivided five twelfths (5/12) interest in all that certain land in Baldwin County State of Alabama, as described in that certain deed from said Mary A. Scott, widow, to William Vizard and Anthony Vizard, said deed being dated

FOOT NOTE:-

The defendant is required to answer each paragraph of the foregoing bill of complaint numbered from 1 to 5 inclusive, but not under oath, the benefit whereof is hereby expressly waived.


Solicitors for Complainants.

3. That the said Mary A. Scott defaulted in paying that installment of interest provided for in said deed, and evidenced by an interest note executed by her to your orators on the date of the said deed, which installment matured on the 1st day of April, 1917, and the said default continued up to and including the 9th day of April, 1917; that on the date last named your orators wrote, signed and mailed to the said Mary A. Scott, by Registered Mail, a letter reading as follows:

"Mobile, Ala. April 9, 1917.

Mrs. Mary A. Scott,
Montgomery, Ala.

Dear Madam:-

You having failed to pay that certain interest note for \$605.64 due April 1st, 1917, payable to the order of the undersigned at Merchants Bank of Mobile, Ala., the said note being a part of an indebtedness secured by a vendors lien on property sold by us to you fully described in a certain deed dated October 28th, 1916. Under the terms and conditions of said deed we now declare the entire indebtedness consisting of a principal note of \$10,094.00 and the before described interest note due and payable, and now demand payment of same at the Merchants Bank of Mobile, Ala.,

Should you fail to pay this indebtedness within ten days from this date we will proceed to foreclose the vendors lien herein referred to by sale of all of the property conveyed under the powers therein contained."

that the said letter was delivered to the said Mary A. Scott not later than April 10th, 1917; that thereafter on the 14th day of May, 1917, the said Mary A. Scott paid the aforesaid interest note which matured, as aforesaid, on the 1st day of April, 1917, but nothing theretofore had been paid on account thereof; that your orators did not consent to extend the payment of the remainder of the said indebtedness, or to alter in any way the situation established by the aforesaid default of the said Mary A. Scott and the notice given in and by your orators' aforesaid letter to her of April 9th, 1917; that consequently the entire principal of said indebtedness, namely, the sum of \$10,094.00 has been due, and payment thereof in default, since the said 10th day of April, 1917, and that your orators are entitled to have a foreclosure of the aforesaid lien upon said real estate.

4. That at the time of the execution of the aforesaid deed the said Mary A. Scott executed to your orators two instruments of writing, copies of which are hereto attached, marked, respectively, Exhibit "B" and Exhibit "C" and made a part hereof; that she then also executed another instrument of the same tenor as Exhibit "C", except that it was made payable on the 1st day of April, 1917; that this

last mentioned document was surrendered up when the obligation evidenced thereby was paid as aforesaid on, to-wit, the 14th day of May, 1917, but nothing having been paid on account of the principal of said indebtedness, or the interest thereon for any time after April 1st, 1917, your orator still holds the documents, copies of which are Exhibits "B" and "C" hereto.

5. That your orators are entitled to a foreclosure of the said lien, and to a sale of the property embraced therein, for the satisfaction of the indebtedness secured by said lien, such sale to be had and made in all respects according to the practice of this Honorable Court in foreclosure suits.

WHEREFORE, the premises considered, your orators respectfully pray the Court as follows:

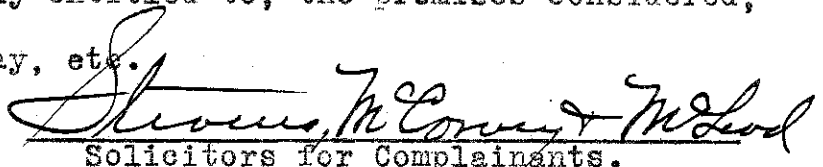
PRAYER FOR PROCESS.

That the said Mary A. Scott be made party defendant to this bill of complaint, and that the usual process of this Honorable Court do forthwith issue to her.

PRAYER FOR RELIEF.

That upon the final hearing of this cause the said Mary A. Scott be foreclosed from and of any and all interest in the property described in the deed, a copy of which is Exhibit "A" hereto; that all of said property be decreed to be sold for the purpose of paying the indebtedness secured by the lien mentioned in said deed, together with interest thereon from April 1st, 1917, until paid; that this Honorable Court do ascertain by reference, or other appropriate proceeding, the amount of a reasonable attorney's fee to be allowed for the services of the solicitors for your orator in prosecuting this foreclosure suit; that the same be decreed to be a part of the indebtedness secured by the aforesaid lien and be paid out of the proceeds of the foreclosure as a part of the costs thereof; and that all other orders be made and proceedings had which are necessary or proper to a full and complete foreclosure of the aforesaid lien.

Your orators further pray for all such further and general relief as they may be equitably entitled to, the premises considered, and your orators will ever pray, etc.


Solicitors for Complainants.

William Vizard and
Anthony Vizard,

vs.

Mary A. Scott.

IN THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA,
IN EQUITY.

TO THE HONORABLE A. E. GAMBLE, JUDGE OF THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA, SITTING IN EQUITY.

William Vizard, a resident and citizen of Mobile County, Alabama, and Anthony Vizard, a resident and citizen of New Orleans, Louisiana, both over the age of twenty-one years, bring this their bill of complaint against Mary A. Scott, and thereupon your orators complain and say:

1. That the said Mary A. Scott is over the age of twenty-one years, and resides in the County of Montgomery, in the State of Alabama.
2. That heretofore, to-wit, on the 28th day of October, 1916, your orators sold to the said Mary A. Scott certain real estate, a portion of which was and is situated in Talladega County, Alabama, and the remainder of which was and is situated in Baldwin County, Alabama; that the purchase price agreed to be paid for the said property was \$10,095.00, only \$1.00 of which was paid in cash, and the remaining \$10,094.00 of which was agreed to be paid on April 1st, 1918, together with the interest thereon at the rate of 6% per annum from the 1st day of April, 1916, said interest being payable in two installments of \$605.64 each, the first of which matured and became payable on the 1st day of April, 1917, and the second of which was made payable on the 1st day of April, 1918; that your orators, with their respective wives, executed to the said Mary A. Scott a deed conveying the said real estate and reserving a lien to secure the said unpaid portion of the purchase price, with the interest thereon, a true copy of which said deed is hereto attached, marked Exhibit "A" and made a part of this bill of complaint; that the real estate hereinabove mentioned and referred to is fully described in the said Exhibit "A", which exhibit is hereby referred to for the purpose of furnishing a full description of said real estate.