STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Comer Jackson to appear and plead, answer or demur within thirty days of the service hereof, to the bill of complaint filed in the Circuit Court of Baldwin County, Alabama, in Equity, by the Bay Minette Production Credit Association, a corporation, as Complainant and against Comer Jackson as Respondent.

WIINESS, my Hand this	the 10 day of July, 1957.
_	REGISTER - March
BAY MINETTE PRODUCTION CREDIT ASSOCIATION, a corporation,	IN THE CIRCUIT COURT OF
Complainant	
vs.	BALDWIN COUNTY, ALABAMA
COMER JACKSON,	
Respondent Ž	IN EQUITY NO

TO THE HONORABLE H. M. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your complainant, Bay Minette Production Credit Association, a corporation, respectfully represents and shows unto Your Honor and this Honorable Court as follows:

That your complainant is a corporation organized pursuant to the Farm Credit Act of 1933, with its principal place of business at Bay Minette, Alabama; that the respondent is over the age of 21 years and is a bonafide resident of Baldwin County, Alabama.

That on January 3, 1956, the respondent executed a note in the sum of \$2800.00, with interest from date at the rate of 6% per annum, payable to the complainant on demand after September 15, 1956; that a copy of said note is attached hereto and labeled "Exhibit A" and made a part of this complaint as if the same had been specifically written herein; that on April 4, 1956, the respondent executed a note in the amount of \$222.00, with interest from date at the rate of 6% per annum, payable to the complainant on demand after September, 15, 1956; that a copy of said note is attached hereto and made a part of this complaint as if the same were specifically written herein and labeled "Exhibit B". That both of said notes were secured by a chattel mortgage dated January 3, 1956, a copy of said mortgage being attached hereto and made a part of this complaint as if the same were specifically written herein and labeled "Exhibit C".

III

That by the terms of said "Exhibit C" the respondent did grant, bargain, sell and convey and warrant unto the complainant, the following described personal property, situated in Baldwin County, Alabama, to-wit:

All of my mules, horses and cattle, consisting at this time of 0 head of mules, 0 head of horses, and 13 head of cattle; Also: 4 brood sows, 1 boar, 57 pigs and shoats.

All of my farming tools, implements and machinery including but not limited to, all trucks, tractors, tractor equipment, combines, cotton pickers and other heavy equipment.

All of the property of like kind or class, now in my possession or owned by me, at any time until this mortgage is extinguished, located on or used in connection with said lands whether described herein or not, and also all increase thereof and additions thereto, by purchase or otherwise, within eighteen months after the date hereof.

IV

That there is a balance due on said notes in the amount of \$587.32, with interest upon the principal sum, in the amount of \$131.19, and the complainant has demanded such payment but the respondent has failed and refused to make a payment of the same.

PRAYER FOR PROCESS

WHEREFORE, the premises considered, your complainant prays that this Honorable Court will by proper process make the said Comer Jackson party respondent to this cause of action, requiring him to plead, answer or demur to the same within the time and under the penalty prescribed by law and the practice of this Honorable Court.

PRAYER FOR RELIEF

Your complainant further prays that upon the hearing hereof, Your Honor will enter an order and decree ascertaining the amount of the principal indebtedness of the respondent to the complainant and the interest thereon; that Your Honor will enter a decree and order foreclosing said mortgage and directing a sale of the personal property covered by said mortgage; further that this Honorable Court will enter an order providing for a reasonable attorney's fee in the premises and should the proceeds of the sale of personal property of the respondent be insufficient to cover the whole amount of the indebtedness due, that this Honorable Court enter an order providing for the payment of said deficiency, and your complainants claims the benefit of the waiver of all rights of exemption made by the respondent under the Constitution and the laws of the State of Alabama as to the personal property of the respondent. Your complainant further prays for such other, different or general relief as your complainant may be in equity and good conscience entitled to receive.

Solicitor for Complainage

PROMISSORY NOTE

On Demand after_September 15, 1956	in the second second	PROMISSORY NOT	E
each of us jointly and severally, promise to pay to the order of the Bay Minette PRODUCTION CREDIT ASSOCIATION OF Bay Minette Alabama, at its office in the city of Bay Minette, Alabama, the sum of Twenty-eight hundred and no/100 Dollars. with interest at the rate of 6 per cent per annum from date hereof. In the event this note is placed in the hands of an attorney for collection, or suit is brought on the same, or costs are incurred in collecting same, or any portion thereof, or if collected by any court proceedings, we and each of us, jointly and severally, further agree to pay such reasonable attorney's fees and costs of collection as may be permitted by law to be charged. The makers and endorsers of this note severally waive presentment for payment, demand, protest, and notice of non-payment thereof, and all defenses on the ground of any extension of the time of payment that may be given by the holder or holders to them or either of them, and further waive all right to exemption under the Constitution and laws of Alabama as to personal property.			January 3, 1956
PRODUCTION CREDIT ASSOCIATION OF Bay Minette Alabama, at its office in the city of Bay Minette, Alabama, the sum of Twenty-eight hundred and no/100 Dollars. with interest at the rate of 6 per cent per annum from date hereof. In the event this note is placed in the hands of an attorney for collection, or suit is brought on the same. or costs are incurred in collecting same, or any portion thereof, or if collected by any court proceedings, we and each of us, jointly and severally, further agree to pay such reasonable attorney's fees and costs of collection as may be permitted by law to be charged. The makers and endorsers of this note severally waive presentment for payment, demand, protest, and notice of non-payment thereof, and all defenses on the ground of any extension of the time of payment that may be given by the holder or holders to them or either of them, and further waive all right to exemption under the Constitution and laws of Alabama as to personal property.	On Demand	ofter September 15, 1956	for value received, we and
PRODUCTION CREDIT ASSOCIATION OF Bay Minette Alabama, at its office in the city of Bay Minette, Alabama, the sum of Twenty-eight hundred and no/100 Dollars. with interest at the rate of 6 per cent per annum from date hereof. In the event this note is placed in the hands of an attorney for collection, or suit is brought on the same, or costs are incurred in collecting same, or any portion thereof, or if collected by any court proceedings, we and each of us, jointly and severally, further agree to pay such reasonable attorney's fees and costs of collection as may be permitted by law to be charged. The makers and endorsers of this note severally waive presentment for payment, demand, protest, and notice of non-payment thereof, and all defenses on the ground of any extension of the time of payment that may be given by the holder or holders to them or either of them, and further waive all right to exemption under the Constitution and laws of Alabama as to personal property.	each of us jointly	and severally, promise to pay to the order of	
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Comer Jackson	The makers and notice of non-	and endorsers of this note severally waive payment thereof, and all defenses on the grant the holder or holders to them or either	of them, and further waive all right to exemp-
		Co	omer Jackson
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Exhibit A

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PROMISSORY NOTE

	ı	
	April 4	<u> </u>
On Demand after Sept ember 15, 1956	for value	received, we and
each of us jointly and severally, promise to pay to the order of t	the Bay Minette	
PRODUCTION CREDIT ASSOCIATION OF Bay Minette	Alabama, at its o	office in the city
of Bay Minette , Alabama, the sum of Two hundred	twenty-two and no/	106 Dollars,
with interest at the rate of per cent per annum from	date hereof.	
In the event this note is placed in the hands of an attorney or costs are incurred in collecting same, or any portion thereof, or i each of us, jointly and severally, further agree to pay such reasons may be permitted by law to be charged.	if collected by any court procable attorney's fees and costs	ceedings, we and s of collection as
The makers and endorsers of this note severally waive pand notice of non-payment thereof, and all defenses on the ground that may be given by the holder or holders to them or either of tion under the Constitution and laws of Alabama as to personal particles.	nd of any extension of the t them, and further waive all	time of payment
Com	er Jackson	
	0.00110011	anger grant and an anger and and
This note evidences an additional advance made to the provisions of, and in payment of which is secured by the Crap Fledge of the maker under date of	he Chattel Mortgage and	
the office of the Recorder of Golden Continuous Book 26/, at Page 335	unty, State of Alabama,	3

CROP AND CHATTEL MORTGAGE

	D. hardense	and resident of Beldwin	• • • • • • •
unto the BAY MINE	D, hereinafter called Mortgag	gor, resident of <u>Baldwin</u> County, Ala REDIT ASSOCIATION of <u>BAY MINETTE</u> , Al	bama, is indebted
		ht hundred and no/100 DOLLARS	(\$ 2800.00)
as evidenced by 1	promissory Notes of Mortga	agor, bearing even date herewith, payable to Mortgagee, a	s follows:
		-15-56: No. 3, for \$ due on demand af	
		: No. 4, for \$ due on demand af	
HEREOF; said		TO MORTGAGEE WITHIN EIGHTEEN MONTHS AF	_
cent per annum and to v	s owing and to become owing which amounts, as a part of fall of which shall be secur	ng hereunder to bear interest from date incurred at the rathe indebtedness, shall be added, if incurred, a reasonated hereby:	ate of 6 per ble collection and
PAYMENT OF SAID N MONTHS AFTER THE MENT OF WHICH IS	OTES AND INDEBTEDNE DATE HEREOF BY MORT	Dollar, receipt whereof is hereby acknowledged, AND TO ESS NOW OWING AND TO BECOME OWING WIT FGAGOR TO MORTGAGEE AND ALL OTHER INDEE the performance of all the obligations hereof, Mortgagor of or assigns	HIN EIGHTEEN
(1) ALL CROPS of I	EVERYKIND including, but n	not limited to cotton, peanuts, potatoes, beans, tung nuts, a	and all other agri-
		grown, planted, to be planted, or produced by Mortgagor and County, Alabama, during the	
		of this Mortgage of the period from September 1 to Dece	
immediately preceding the	first day of said year, and	particularly upon that certain tract of land in said Cou	nty, described as:
THE FARM, containing_ by Mortgagor, located	1 miles west	by Comer Jackson and cultivated of Sims Store ON, or miles	l durng said time
from Daphne	Public Road, bound		
On North by lands of	Leslie Page	: On South by lands of Leslie, Yellin	g and Bront
On East by lands of	Jones	; On West by lands of Fred Jackson	
10 a	acres rented from	n Leslie Bage just north of my lan	đ
25. 1	t tt	n Leslie Bage just north of my lan Marie Alphonse, located la miwes	t from
	lace		
land	cres rented from	M. E. Brantley located adjoining	my
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(2) ALL OF MY M	ULES, HORSES, and CATTI - head of Cattle: Also:4	LE, Consisting at this time of Ohead of Mules, Brood sows, 1 boar, 57 pigs and	O head of
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Exhiber O

MORTGAGOR Agrees:

Not to sell or further encumber the property here conveyed except on written consent of Mortgagee or assigns:

Mortgagee or assigns may inspect said property at will and may possess same as herein provided and may go upon any property of Mortgagor in so doing:

If in the opinion of Mortgagee or assigns the security herein be endangered or if Mortgagee or assigns shall feel itself insecure or if Mortgagor shall fail to comply with any of the terms of his Application for any part of the indebtedness here secured or with the applicable laws of Alabama, Mortgagee or assigns may refuse to advance any part of the said indebtedness then in its possession and may mature the then existing indebtedness and proceed with foreclosure as herein provided, or may take possession of said security, retain and use same and therewith cultivate, harvest, and sell said Crops, and payment of all expense incident thereto shall be secured hereby.

PROVIDED THAT IF MORTGAGOR SHALL PAY ALL SUMS HERE SECURED INCLUDING THE INDEBTEDNESS NOW OWING AND THAT TO BECOME OWING WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF ON OR BEFORE MATURITY THIS MORTGAGE SHALL BE VOID; however:

In the event of default in the payment of any sum hereby secured when due or in the performance of any condition or agreement herein contained then the entire amount hereby secured and unpaid including interest, expense, cost and attorney's fees shall at the option of Mortgagee or assigns become immediately due and Mortgagee or assigns may possess said security and sell same at either private or public sale and if at public sale then by auction for cash after giving not less than three days' notice thereof by posting one notice in Courthouse of said County; proceeds of any sale shall be applied to payment of all sums here secured including all costs incident to such sale and any surplus shall be paid to Mortgagor or assigns. Mortgagee or assigns may become the purchaser of said property at either private or public sale provided for herein.

Witness the hand and seal of said Mortgagor on this3_	day of January	, 1 <u>956.</u>
WITNESSES:		
	Comer Jackson	<i>(</i> * 0
		(L. S.
,		(L. S.
TATE OF ALABAMA,		
Baldwin COUNTY. Roy Taylor	a Notone P	hullin in and for
ounty, in said State, do hereby certify that Comer Jackso	on , a Notary F	ublic in and for sai
whose name is signed to the foregoing conveyance, and who his day, that being informed of the contents of this conveyance, ame bears date. Given under my hand this 3 day of Januar	executed the same volum	_
	Roy Taylor	
	State at Large	Notary Public.
And the state of t	State at harge	County, Alabam
TATE OF ALABAMA,		
Baldwin County. OFFICE OF JUDGE OF	F PRORATE	
I hereby certify that the within Mortgage was filed in this off	ice for record on the 17	th day o
Jan. A.D., 1956, at 11:00	o'clock, 2 M., and duly recorded	in Book
Mortgages, Page (1997)	W. R. Stuart	a Carlotta C
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BAY MINETTE PRODUCTION CREDIT ASSOCIATION, a corporation,

Complainant,

vs.

COMER JACKSON,

Respondent

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAM A

IN EQUITY No. 4080

NOTICE OF SALE

Notice is hereby given that under and by virtue of a decree of the Circuit Court of Baldwin County, Alabama, in Equity, rendered on the 21st day of August, 1957, in the above styled cause, on a judgment of foreclosure, wherein it was ordered, adjudged and decreed that said mortgage be foreclosed, and that the Register of the Circuit Court of Baldwin County, shall proceed to sell the property described in the Bill of Complaint, to-wit:

All of my farming tools, implements, machinery including but not limited to, all trucks, tractors, tractor equipment, combines, cotton pickers and other heavy equipment.

All of the property of like kind or class, now in my possession or owned by me, at any time until this mortgage is extinguished, located on or used in connection with the said lands described in the mortgage, and also any increase thereof and additions thereto, by purchase or otherwise, within 18 months after date.

at public outcry, for cash, at noon on the 3rd day of September, 1957, at the home of Comer Jackson, located one (1) mile West of Sims Store on Daphne Public Road.

This the 21 day of August, 1957.

Register in Equity

BAY	MI	NETTE	PROI	OUCTIO	ON	CREDIT	CORP.	
Vs.				(Con	nplainan	ıt,	
	ER	JACKS(N					
				F	esp	ondent.	 ,	

In the Circuit Court.
In Equity No. 4080

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause, it appears to the Regis	ter, that service was had on the Respondent
Comer Jackson	
	County, on the 16 day of fully,
19维 <u>57</u> .	
And it further appears to the Regist	er, that that the said
COMER JACKSON	
	Bill of Complaint filed in this cause, it is now, therefore,
The second secon	and the second s
on motion of J. Connor Owens, J	r. Solicitors
for Complainant, ordered, and decreed	by the Register that the Bill of Complaint in this cause be,
and it hereby is, in all things taken as c	onfessed against the said
	COMER JACKSON
This 19 day of	quet, 1957.
	alice Ande
	Register.

THE STATE OF A Baldwin Co	ALABAMA,) unty 1	Vo. 4680	Circuit Cou	ırt, İn Equity
Bay Muelle Pra	duxtrai Cres	& Com	a copp.	Complainant
		Vs.		
Motion is hereby made for a	Decree Pro Confesso a	against C	nes Jam	Defendant
	€	:		Defendant
in the above stated cause, on	the ground that more	than thirty days	nave elapsed since s	service of summons
upon said Defendant; and	that said summons wa	s duly served acco	rding to law, and the	at said Defendant
ha failed to demur, plead	l to or answer the Bill	of Complaint in t	his cause to this da	te.
This	_day of Aug	Alemo	957 Osus	<u> </u>
				Solicitor.

No. 40	80	Ι	Page
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Ci	rcuit C	ourt, In	ı Equity
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FILED AUG 21 1957
ALKE 1. MCK, Resister

BAY MINETTE PRODUCTION CREDIT ASSOCIATION, A Corporation,

Complainant,

COMER JACKSON,

VS.

Respondent.

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

TELFAIR J. MASHBURN, JR., BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Owens.

- Q. Will you state your name please?
- A Telfair J. Mashburn, Jr.
- Q. What is your profession?
- A. Attorney.
- Q. Are you familiar with fees charged in mortgage foreclosure proceedings brought in equity to foreclose a mortgage?
- A. Yes.
- Q. In your opinion what is a reasonable Attorney's fee where the principal and interest is \$717.16?
- A. I would say \$125.00 or so.

THE COURT: And so?

- A. Actually, more than that, but I don't think he asked for that I would say \$125.00 on \$717.16.
- MR. OWENS: I offer in evidence, if it please the Court, note executed by Comer Jackson on January 3, 1956, payable to the Bay Minette Production Credit Association in the sum of \$2800 and ask that it be marked Complainant's Exhibit 1.

We also offer in evidence promissory note in the amount of \$222.00, executed by Comer Jackson, payable to the Bay Minette Production Credit Association, and ask that it be marked Complainant's Exhibit 2.

We also offer in evidence chattel mortgage executed by Comer Jackson to Bay Minette Production Credit
Association, dated January 3, 1956, and filed in the office of the Judge of Probate of Baldwin County,
Alabama, on the 17th day of January at 11 o'clock
A. M. and ask that it be marked Complainant's Exhibit
3.

WINNIE G. SCARBROUGH, A WITNESS FOR THE COMPLAINANT, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Owens

- Q. Will you state your name, please?
- A. Winnie G. Scarbrough.
- Q. Where do you work?
- A. Bay Minette Production Credit Association.
- Q. What is your position?
- A. Bookkeeper.
- Q. I will ask you if you are familiar with the account of Comer Jackson?
- A. Yes I am.
- Q. What is the balance due and outstanding under the notes executed by him Comer Jackson to Bay Minette Production
 Association as of July 1, 1957?
- A. \$717.16. That includes interest and principal. Principal is \$587.32 and the balance ix interest to July 1st.

I hereby certify that the foregoing is a true and correct transcript of the testimony as taken by me in the above styled cause. This 20th day of August, 1957.

Court Reporter

Comtest 1

PROMISSORY NOTE

for value received, we and On Demand after each of us jointly and severally, promise to pay to the order of the Day Mensella PRODUCTION CREDIT ASSOCIATION OF Day Ment to Alabama, at its office in the city Day Minett, Alabama, the sum of twenty light pundred & My Dollars, with interest at the rate of____ per cent per annum from date hereof.

An the event this note is placed in the hands of an attorney for collection, or suit is brought on the same, or costs are incurred in collecting same, or any portion thereof, or if collected by any court proceedings, we and each of us, jointly and severally, further agree to pay such reasonable attorney's fees and costs of collection as may be permitted by law to be charged.

The makers and endorsers of this note severally waive presentment for payment, demand, protest, and notice of non-payment thereof, and all defenses on the ground of any extension of the time of payment that may be given by the holder or holders to them or either of them, and further waive all right to exemption under the Constitution and laws of Alabama as to personal property.

Comer Jackson Rt. 1, Box 32, Daphne Ala. Frv. 12-30-35

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3 4 920-24

\$	2	2	2	•	00	

Com End & PROMISSORY NOTE

	April 4
On Demand after September 15, 1956	for value received, we and
each of us jointly and severally, promise to pay to the order of	the BAY MINETTE
PRODUCTION CREDIT ASSOCIATION OF BAY MINETTE	Alabama, at its office in the city
of BAY MINETTE, Alabama, the sum of TWO HUNDRED	TWENTY-TWO & NO/100 Dollars,
In the event this note is placed in the hands of an attorney or costs are incurred in collecting same, or any portion thereof, or each of us, jointly and severally, further agree to pay such reason may be permitted by law to be charged. The makers and endorsers of this note severally waive and notice of non-payment thereof, and all defenses on the grouthat may be given by the holder or holders to them or either of tion under the Constitution and laws of Alabama as to personal	if collected by any court proceedings, we and table attorney's fees and costs of collection as presentment for payment, demand, protest, and of any extension of the time of payment them, and further waive all right to exemp-
Co	mer Jackson
This note evidences an additional advance made to provisions of, and in payment of which is secured the office of the maker under date of January the office of the Recorder of Baldwin	DV TRE Chartes State of the same and
the office of the Recorder of Baldwin in Lortgage Book 261 , at Page 335	County, State of Alabama,

Each endorser of this note hereby waives all right to exemption as to personal property, and agrees to pay a reasonable attorney's fee for collecting or attempting to collect this debt; also waives notice of demand and non-payment.

Pay to the order of Federal Intermediate Credit Bank of New Orleans

BAY MINETTE Production Credit Association.

By

Secretary-Treasurer.

Date	II.	NTEREST	PRINCIPAL.				
	Amount Paid To		Advances	Payments	Balance		
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On Demand after		7	, for value recen	ved, we and
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The makers and endors	sers of this note sever	lly waive presentment	for payment demai	nd. protest.
and notice of non-payment the				
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Each endorser of this note hereby waives all right to exemption as to personal property, and agrees to pay a reasonable attorney's fee for collecting or attempting to collect this debt; also waives notice of demand and non-payment.

Pay to the order of Federal Intermediate Credit Bank of New Orleans.

BAY MINETTE Production Credit Association.

By

Secretary-Treasurer.

Date	INTEREST		PRINCIPAL				
Date	Amount	Paid To	Advances	Payments	Balance		
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CROP AND CHATTEL MORTGAGE

IN CONSIDERATION of the premises and One Dollar, receipt whereof is hereby acknowledged, AND TO SECURE THE PAYMENT OF SAID NOTES AND INDEBTEDNESS NOW OWING AND TO BECOME OWING WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF BY MORTGAGOR TO MORTGAGEE AND ALL OTHER INDEBTEDNESS PAYMENT OF WHICH IS HEREBY SECURED and the performance of all the obligations hereof, Mortgagor does hereby grant, bargain, sell, convey and warrant unto Mortgagee or assigns

(1) ALL CROPS of EVERYKIND including, but not limited to cotton, peanuts, potatoes, beans, tung nuts, and all other agricultural products, growing, to be grown, planted and grown, planted, to be planted, or produced by Mortgagor and by anyone for him or in which he may have any interest in him or in which he may have any interest in_ _ County, Alabama, during the year 19_ also during the part, if any, remaining after the date of this Mortgage of the period from September 1 to December 31, inclusive, immediately preceding the first day of said year, and particularly upon that certain tract of land in said County, described as: acres, owned by THE FARM, containing... and cultivated durng said time _ miles_ ; On South by lands of Jelling with Public Road, bounded On East by lands of _; On West by lands of___ acres tented from Leslie Bosse just north of my Sand. are rented from ME. Wrotley located assering my long my place

(2) ALL OF MY MULES, HORSES, and CATTLE, Consisting at this time of head of Mules head of Horses, and head of Cattle: head of Cattle:

(3) ALL OF MY FARMING TOOLS, IMPLEMENTS, and MACHINERY of every description and kind, including, BUT NOT LIMITED to, ALL TRUCKS, TRACTORS, TRACTOR EQUIPMENT, COMBINES, COTTON PICKERS, AND OTHER HEAVY EQUIPMENT:

Mortgagor ASSIGNS to Mortgagee all LIENS he has or may acquire on all TENANT'S CROPS and CHATTELS for and during said year and period of 18 months.

Intending to convey and, hereby, **CONVEYING**, to MORTGAGEE, all of the above property, and also, ALL OF THE PROPERTY OF LIKE KIND OR CLASS NOW IN MY POSSESSION OR OWNED BY ME, AT ANY TIME UNTIL THIS MORTGAGE IS EXTINGUISHED, LOCATED ON OR USED IN CONNECTION WITH THE SAID LANDS WHETHER DESCRIBED OR NOT and, also, ALL INCREASE THEREOF AND ADDITIONS THERETO, by purchase or otherwise, WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF.

MORTGAGOR Agrees:

Not to sell or further encumber the property here conveyed except on written consent of Mortgagee assigns:

Mortgagee or assigns may inspect said property at will and may possess same as herein provided and may go upon any property of Mortgagor in so doing:

If in the opinion of Mortgagee or assigns the security herein be endangered or if Mortgagee or assigns shall feel itself insecure or if Mortgagor shall fail to comply with any of the terms of his Application for any part of the indebtedness here secured or with the applicable laws of Alabama, Mortgagee or assigns may refuse to advance any part of the said indebtedness then in its possession and may mature the then existing indebtedness and proceed with foreclosure as herein provided, or may take possession of said security, retain and use same and therewith cultivate, harvest, and sell said Crops, and payment of all expense incident thereto shall be secured hereby.

PROVIDED THAT IF MORTGAGOR SHALL PAY ALL SUMS HERE SECURED INCLUDING THE INDEBTEDNESS NOW OWING AND THAT TO BECOME OWING WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF ON OR BEFORE MATURITY THIS MORTGAGE SHALL BE VOID; however:

In the event of default in the payment of any sum hereby secured when due or in the performance of any condition or agreement herein contained then the entire amount hereby secured and unpaid including interest, expense, cost and attorney's fees shall at the option of Mortgagee or assigns become immediately due and Mortgagee or assigns may possess said security and sell same at either private or public sale and if at public sale then by auction for cash after giving not less than three days' notice thereof by posting one notice in Courthouse of said County; proceeds of any sale shall be applied to payment of all sums here secured including all costs incident to such sale and any surplus shall be paid to Mortgagor or assigns. Mortgagee or assigns may become the purchaser of said property at either private or public sale provided for hereif.

CROP AND CHATTEL MORTGAGE				I hereby certify of Mortgages, Page.	STATE OF ALABAMA	whose name this day, that being this day, that being same bears date. Given under my	STARK OF ALABAMA I, E	Witness the har
From Comer JACGSON			هر د د	that the within	MA, Cou	signed to the informed of the hand this	lo hereby ce	or said property and and seal of said
To MARTIE PRODUCTOR CREDIT ASSIGNATION		4 · · · · · · · · · · · · · · · · · · ·	- 1 	Mortgage was filed A. D., 19. 5 , at at	ity. OFFICE	foregoing conveyance, contents of this conve	Trify that Cor	Mortgagor on the order of the o
BAYMINETTE ALA				in this office	OF JUDGE OF P	conveyance,	77mi JA 0	his wo
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				and duly recorde		n to me, acknow ted the same volumed the same volumed by 19.16	, a Notary	mes &
s.				d in Book	County, Alabama	wledged before me on intarily on the day the	Public in and for said	10 to 3 d
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JIMMY FAULKNER AND BILL STEWART PUBLISHERS

Alabama's Best County's Best Newspaper

BAY MINETTE, ALABAMA

E. R. MORRISSETTE, JR. EDITOR-MANAGER

Notice

STATE OF ALABAMA, BALDWIN COUNTY. IN THE CIRCUIT COURT. IN EQUITY, NO. 4080.

Bay Minette Production Credit Association, a corporation, Complainant, vs. Comer Jackson, Respondent.

Notice Of Sale

Notice is hereby given that un-County, Alabama, in Equity, rendered on the 21st day of August, 1957, in the above styled cause, on a judgment of foreclosure, wherein it was ordered, adjudged and decreed that said mortgage be foreclosed, and that the Register 1957. of the Circuit Court of Baldwin County, shall proceed to sell the property described in the Bill of Complaint, to-wit:

All of my farming tools, implements, machinery including but not limited to, all trucks, tractors, tractor equipment, combines, cotton pickers and other heavy equip-

ment.

All of the property of like kind or class, now in my possession or owned by me, at any time until this mortgage is extinguished, located on or used in connection with the said lands described in the mortgage, and also any increase thereof and additions thereto, by AMA, purchase or otherwise, within 18 months after date der and by virtue of a decree of at public outcry, for cash, at noon the Circuit Court of Baldwin on the 3rd day of September, 1957, at the home of Comer Jackson, located one (1) mile West of Sims Store on Daphne Public

This the 21st day of August,

ALICE J. DUCK, Register in Equity.

32-1tc.

AFFIDAVIT OF PUBLICATION

🕰._ being duly sworn, deposes and says OR of THE BALDWIN TIMES, a Weekly Newspaper published Idwin County, Alabama; that the notice hereto attached of

D	_		
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COST STATEMENT
I hereby certify this is correct, due and unpaid (paid).
F. R. Mounette a
Editor.

was published in said newspaper for _____consecutive weeks in the following issues:

of L. l.

Date of 1st publication	aug. 22,	195_7	Vol. 69	No.32
Date of 2nd publication		195	Vol	No
Date of 3rd publication	,	195	Vol	No
Date of 4th publication	,	195	Vol	No

Subscribed and sworn before the undersigned this 22 day of aug, 195 7.

Notary Public, Baldwin County. C.R. Mouro



FILED
AUG 27 1957:
AUG 1. DUCK, Clock

BAY MINETTE PRODUCTION CREDIT ASSOCIATION, a corporation,

Complainant

Respondent

VS.

COMER JACKSON,

BALDWIN COUNTY, ALABAMA

IN THE CIRCUIT COURT OF

IN EQUITY No. 4080

This cause coming on to be heard is submitted for decree upon the original bill of complaint, decree procenfesso, and the testimony of Telfair J. Mashburn, Winnie Scarborough, witnesses for Complainant, taken in

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open Court; and

It appearing to the Court that this suit is based upon a crop lien and chattel mortgaged, dated January 3, 1956, and an installment note of the same date, and another note dated April 4, 1956, which latter note evidencing an additional advance made to the respondent under the provisions of and payment of which is secured by the Chattel mortgage dated January 3, 1956; that the mortgage provides in the event of failure to pay the sum when due, that mortgagee may take possession of the property; and said mortgage further provides for a reasonable attorney's fee in the premises, as does the notes described above herein; and respondent in and by the terms of said notes waived any and all rights of exemption under the Constitution and laws of the State of Alabama, as to personal property; and

It further appearing from the pleadings and testimony that the principal amount due under said notes and mortgage is \$587.32, with interest thereon in the amount of \$129.84 making a total amount due of \$717.16.

It furtherappearing that said notes provides for a reasonable attorney's fee, or \$125.00, making a total indebtedness of \$842.16.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED THAT the respondent is indebted to the complainant in the sum of \$842.16.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said mortgage be foreclosed and that the Register of the Circuit Court of Baldwin County, Alabama, shall proceed to sell the said personal property described in the bill of Complaint at public outcry, for cash, at noon, on September 3, 1957, at the home of the respondent, Comer Jackson, located 1 mile west of Sims Store from the Daphne Public Road, after having given notice of the time, place and purpose of sale, by publication in the Baldwin Times, a newspaper published in Baldwin County, Alabama, for 10 days previous to such sale, and by placing a notice at the front door of the Courthouse in Bay Minette, Alabama, in Baldwin County.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the proceeds of said sale be held and disbursed by the Register of this Court, as provided by the further orders and decrees of this Court.

Dated at Bay Minette, Alabama, this the 21st day of August, 1957.

Judge, 28th Judicial Circuit of

Alabama

