

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.

WITNESS, my hand this the 10 day of July, 1957.

Rice J. Smith
REGISTER

BAY MINETTE PRODUCTION
CREDIT ASSOCIATION, a
corporation,

Complainant

vs.

COMER JACKSON,

Respondent

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

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:

I

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.

II

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

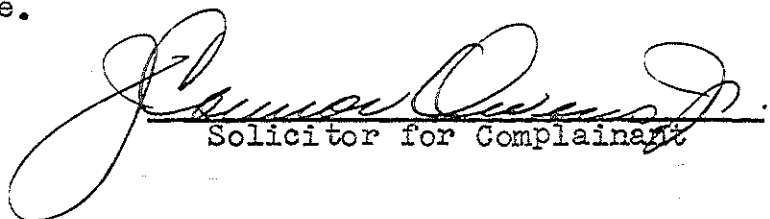
That there is a balance due on said notes in the amount of \$587.32, with interest upon the principal sum, in the amount of \$131.19, and the complainant has demanded such payment but the respondent has failed and refused to make a payment of the same.

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 Complainant

\$ 2800.00

PROMISSORY NOTE

January 3, 1956

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 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.

Comer Jackson

Exhibit A

\$ 222.00

PROMISSORY NOTE

April 4, 1956

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 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.

Comer Jackson

This note evidences an additional advance made to the maker hereof under the provisions of, and in payment of which is secured by the Chattel Mortgage and Crop Pledge of the maker under date of Jan. 3, 1956 and of record in the office of the Recorder of Baldwin County, State of Alabama, in Mortgage Book 261, at Page 335.

Exhibit B

CROP AND CHATTEL MORTGAGE

THE UNDERSIGNED, hereinafter called Mortgagor, resident of Baldwin County, Alabama, is indebted unto the BAY MINETTE PRODUCTION CREDIT ASSOCIATION of BAY MINETTE, Alabama, hereinafter called Mortgagee, in the sum of Twenty-eight hundred and no/100----- DOLLARS (\$ 2800.00) as evidenced by 1 promissory Notes of Mortgagor, bearing even date herewith, payable to Mortgagee, as follows:
No. 1, for \$ 2800.00 due on demand after 9-15-56; No. 3, for \$ _____ due on demand after _____;
No. 2, for \$ _____ due on demand after _____; No. 4, for \$ _____ due on demand after _____;

AND MAY BECOME FURTHER INDEBTED TO MORTGAGEE WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF; said

Notes and all indebtedness owing and to become owing hereunder to bear interest from date incurred at the rate of 6 per cent per annum and to which amounts, as a part of the indebtedness, shall be added, if incurred, a reasonable collection and attorney's fee, payment of all of which shall be secured hereby:

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 Baldwin County, Alabama, during the year 19____, and 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: THE FARM, containing 15 acres, owned by Comer Jackson and cultivated during said time by Mortgagor, located 1 miles west of Sims Store, ON, or _____ miles from Daphne Public Road, bounded
On North by lands of Leslie Page; On South by lands of Leslie, Yelling and Bronty
On East by lands of Jones; On West by lands of Fred Jackson;

10 acres rented from Leslie Page just north of my land
25 " " " Marie Alphonse, located 1 1/2 mi west from
my place
15 acres rented from M. E. Brantley located adjoining my
land on south.

(2) 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

(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.

Exhibit C

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 this 3 day of January, 1956.

WITNESSES:

Comer Jackson (L.S.)
(L.S.)

STATE OF ALABAMA,
Baldwin COUNTY.

I, Roy Taylor, a Notary Public in and for said County, in said State, do hereby certify that Comer Jackson

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date, January 3, 1956.

Given under my hand this 3 day of January, 1956.

Roy Taylor Notary Public.

State at Large XXX County, Alabama

STATE OF ALABAMA,
Baldwin County.

OFFICE OF JUDGE OF PROBATE

I hereby certify that the within Mortgage was filed in this office for record on the 17th day of Jan., A. D., 1956, at 11:00 o'clock, A. M., and duly recorded in Book of Mortgages, Page .

W. R. Stuart Judge of Probate
HD

CROP AND CHATTEL
MORTGAGE

From

To

BAY MINETTE PRODUCTION
CREDIT ASSOCIATION, a
corporation,

Complainant,

vs.

COMER JACKSON,

Respondent

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY No. 4080

NOTICE OF SALE

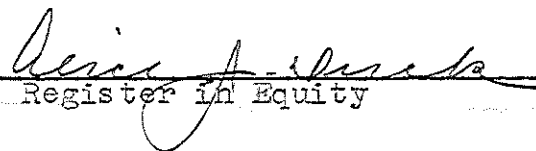
Notice is hereby given that under and by virtue of a decree of the Circuit Court of Baldwin County, Alabama, in Equity, rendered on the 21st day of August, 1957, in the above styled cause, on a judgment of foreclosure, wherein it was ordered, adjudged and decreed that said mortgage be foreclosed, and 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

CIRCUIT COURT COMPLAINT

Printed by the Baldwin Times, Bay Minette, Alabama.

BAY MINETTE PRODUCTION CREDIT CORP.
Complainant,
Vs.
COMER JACKSON
Respondent.

In the Circuit Court.
In Equity No. 4080.

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause, it appears to the Register, that service was had on the Respondent
Comer Jackson

by the Sheriff of Baldwin County, on the 16 day of July,
1957.

And it further appears to the Register, that that the said _____

COMER JACKSON

_____ the Respondent, having to the date hereof,
failed to plead, demur to or answer the Bill of Complaint filed in this cause, it is now, therefore,
on motion of J. Connor Owens, Jr. 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 confessed against the said _____

COMER JACKSON

This 19 day of August, 1957.

Alice J. Smith
Register.

THE STATE OF ALABAMA, }
Baldwin County

No. 4080 Circuit Court, In Equity.

Bay Mobile Production Credit Ass'n, a corp. Complainant...

Vs.

Carter Jackson Defendant....

Motion is hereby made for a Decree Pro Confesso against

Carter Jackson

Defendant....

in the above stated cause, on the ground that more than thirty days have elapsed since service of summons upon said Defendant; and that said summons was duly served according to law, and that said Defendant ...
ha failed to demur, plead to or answer the Bill of Complaint in this cause to this date.

This

19

day of

Aug

1957

James R. Jones, Jr.

Solicitor.

No. 4080 Page

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, In Equity

Bay Minette Protection
Credit Ass'n, a

Corp.

Vs.

Conner Jackson

Motion for Decree Pro Confesso on
Personal Service

Filed 8-19 19 57

Alvin J. Dyer
Register.

Recorded in Record

Vol. Page

Register.

#252

FILED
AUG 21 1957
ALICE J. DUCK, Register

BAY MINETTE PRODUCTION CREDIT
ASSOCIATION, A Corporation,

Complainant,

VS.

COMER JACKSON,

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 As-
sociation 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.

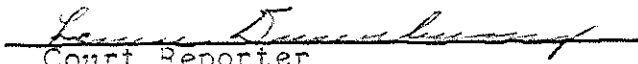
Q. I will ask you if you are familiar with the account of
Comer Jackson?

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 is 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

34920

Com Exp 1

\$2800

PROMISSORY NOTE

Jan 3, 1956

On Demand after Sept 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 Twenty eight hundred & 14/100 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.

Comer Jackson

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

F

34920-20

\$222.00

Comer Jackson

PROMISSORY NOTE

April 4, 1956

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, 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.

Comer Jackson

This note evidences an additional advance made to the maker hereof under the provisions of, and in payment of which is secured by the Chattel Mortgage and Crop Pledge of the maker under date of January 3, 1956 and of record in the office of the Recorder of Baldwin County, State of Alabama, in Mortgage Book 261, at Page 335.

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

By [Signature]
Secretary-Treasurer

[illegible]

34920

Com Exp 1

\$ 2800 ⁰⁰

PROMISSORY NOTE

On Demand after

Sept 15 1956

for value received, we and

each of us jointly and severally, promise to pay to the order of the Bay MinettePRODUCTION CREDIT ASSOCIATION OF Bay Minette Alabama, at its office in the cityof Bay Minette, Alabama, the sum of Twenty eight hundred & 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.

Comer Jackson

Order 1000

RAY MINETTE Production Credits Association.

NETTE Production Credit
CANCELLED
33 Aug 64

100

[illegible]

CROP AND CHATTEL MORTGAGE

THE UNDERSIGNED, hereinafter called Mortgagor, resident of Baldwin County, Alabama, is indebted unto the Bay Minette PRODUCTION CREDIT ASSOCIATION of Bay Minette, Alabama, hereinafter called Mortgagee, in the sum of Twenty Eight Thousand & No/100 - DOLLARS (\$ 28000) as evidenced by 1 promissory Notes of Mortgage, bearing even date herewith, payable to Mortgagee, as follows:
No. 1, for \$ 2800 due on demand after 7-15-56; No. 3, for \$ _____ due on demand after _____;
No. 2, for \$ _____ due on demand after _____; No. 4, for \$ _____ due on demand after _____;

AND MAY BECOME FURTHER INDEBTED TO MORTGAGEE WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF; said

Notes and all indebtedness owing and to become owing hereunder to bear interest from date incurred at the rate of 6 per cent per annum and to which amounts, as a part of the indebtedness, shall be added, if incurred, a reasonable collection and attorney's fee, payment of all of which shall be secured hereby:

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 Baldwin County, Alabama, during the year 1956, and 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: THE FARM, containing 13 acres, owned by Connie Jackson and cultivated during said time by Mortgagor, located 1 miles West of Sims Store, ON, or _____ miles from Daphne Public Road, bounded

On North by lands of Leslie Poge; On South by lands of Leslie Yelling and Brody;
On East by lands of Jones; On West by lands of Thos Johnson;

10 acres rented from Leslie Poge just north of my land.
25. " " " " Moric Arphouse, located 1 1/2 mi west from
my place.
15 acres rented from M.E. Brantley located adjoining my land
on South.

(2) 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: 1150; 4 Brood sows, 1300 lb, 57 Piglets & Shoats,

(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 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 this 3 day of January, 1956

WITNESSES:

A true copy
Conrad Jackson (L.S.)
Conrad Jackson (L.S.)

STATE OF ALABAMA
Barbour COUNTY.
I, Conrad Jackson, a Notary Public in and for said County, in said State, do hereby certify that

whose name 15 signed to the foregoing conveyance, and who 15 known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, 15 executed the same voluntarily on the day the same bears date.

Given under my hand this 3 day of January, 1956
W. R. Stuart Notary Public
County, Alabama

STATE OF ALABAMA
Barbour County.

OFFICE OF JUDGE OF PROBATE

I hereby certify that the within Mortgage was filed in this office for record on the 17th day of Jan, A. D. 1956, at 11:00 o'clock, A M., and duly recorded in Book W. R. Stuart Judge of Probate of Mortgages, Page 15

CROP AND CHATTEL MORTGAGE

From

Conrad Jackson

To

BAY MINETTE PRODUCTION CREDIT ASSOCIATED
BAY MINETTE, ALA

JIMMY FAULKNER
AND
BILL STEWART
PUBLISHERS

THE BALDWIN TIMES

BALDWIN COUNTY

E. R. MORRISSETTE, JR.
EDITOR-MANAGER

Alabama's Best County's Best Newspaper

BAY MINETTE, ALABAMA

Legal 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 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 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 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 21st day of August, 1957.

ALICE J. DUCK,
Register in Equity.

32-1tc.

AFFIDAVIT OF PUBLICATION

AMA,
Y.

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

of sale

COST STATEMENT

235 WORDS @ 2 cents \$ 4.70
I hereby certify this is correct, due and unpaid (paid).

E. R. Morrisette Jr.
Editor.

was published in said newspaper for 1 consecutive weeks in the following issues:

Date of 1st publication Aug. 22, 1957 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, 1957.

Dorothy Martin
Notary Public, Baldwin County.

E. R. Morrisette Jr.
Editor.

4680

FILED
AUG 27 1957
ALICE L. DUCK, Clerk

BAY MINETTE PRODUCTION
CREDIT ASSOCIATION, a
corporation,

Complainant

vs.

COMER JACKSON,

Respondent

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY No. 4080

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

Hubert M. Face

Judge, 28th Judicial Circuit of
Alabama

FILED
AUG 21 1957
ALICE I. BARK, Register