SUMMONS Form 1531-3 McQuiddy Printing Co., Nashville, Tenn.

The State of Alabama, _____ County

IN CIRCUIT COURT, IN EQUITY

2822

To any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon S. S. BAGGETT

to appear and answer, plead, or demur, within thirty days from the service hereof, to a Bill of Complaint filed in said Circuit Court, in equity, for said County of said State by EDDIE McREYNOLDS, Plaintiff

against S.S. BAGGETT

Herein fail not. Due return make of this writ as the law directs.

Witness this 2nd day of September, 19 52

[illegible], Register.

(Defendant is entitled to a copy of the bill on application to the Register.)

Code 1923-6528-6529

No.....,..... Page.....

The State of Alabama

..... COUNTY.

IN CIRCUIT COURT, IN EQUITY

.....

.....

vs.

.....

.....

SUMMONS

Returned by the Sheriff and filed in office, this the.....day of....., 19.....

....., Register.

Received in office, this the ....., day of

....., 19.....

....., Sheriff.

I have executed the within by leaving a copy thereof with.....

.....

.....

.....

.....

.....

.....

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.....

.....

defendant named herein, on this the.....

day of....., 19.....

....., Sheriff.

By....., Deputy.

EDDIE McREYNOLDS	)	IN THE CIRCUIT COURT OF
COMPLAINANT	)	BALDWIN COUNTY, ALABAMA
VS	)	IN EQUITY.
S. S. BAGGETT	)	
RESPONDENT	)	

TO THE HONORABLE TELFAIR J. MASHBURN JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY SITTING:

Comes your Complainant, EDDIE McREYNOLDS, complaining against S. S. BAGGETT, and shows unto your Honor as follows:

1.

That your Complainant is over the age of twenty-one years and a resident of Baldwin County, Alabama, and that the Respondent is over the age of twenty-one years and is a resident of Baldwin County, Alabama.

2.

Your Complainant avers and shows unto this Honorable Court that on _____ date your Complainant executed a mortgage and note to the Respondent, the face of the mortgage being SEVEN HUNDRED FIFTY ($750.00) DOLLARS, of which a copy is is attached hereto and made a part of this bill, and that your Complainant has paid said indebtedness down to a balance of ONE HUNDRED SIXTY ($160.00) DOLLARS which sum your Complainant tendered the Honorable W. C. Beebe, as attorney for the Respondent, and tendered the Respondent on the 29th day of August , 1952. This tender was refused before being completed, although the money was still offered, and steadfast refused by both said attorney and by the Respondent.

3.

Your Complainant herewith pays the sum of ONE HUNDRED SIXTY ($160.00) DOLLARS into court together with the sum of THIRTY SIX AND 36/100 ($36.36) DOLLARS for insurance on said property. Your Complainant avers that he had paid to the Respondent this THIRTY SIX AND 36/100 ($36.36) DOLLARS for paying said insurance but failing to receive a receipt he pays said sum into this Honorable Court.

4.

The Respondent has in his possession a check from the, to-wit, Bankers Fire & Insurance Company in the amount of SIX HUNDRED FIVE AND 75/100 ($605.75), of which check he obtained in his possession as Mortgagee of said property, and said Respondent refused to deliver said check to Complainant.

PRAYER FOR RELIEF

Your Complainant prays that your Honor will by proper procedure make the said S. S. BAGGETT party Respondent to this bill of Complaint requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Your Complainant prays that your Honor will determine the amount due and unpaid by your Complainant to said Respondent, that upon such determination will order the Register in Chancery to pay from said funds which your Complainant has paid into court the proper amount paid to said Respondent and should the amount paid by your Complainant into court be insufficient will allow your Complainant to pay such additional funds into court as may be determined due and unpaid.

The Complainant further prays that this Honorable Court having adjudicated the amount due to the Respondent that your Honor will require the Respondent to pay over to your Complainant the SIX HUNDRED FIVE AND 75/100 ($605.75) DOLLARS, which the Respondent unlawfully withholds from the Complainant.

And your Complainant further praysunto this Honorable Court that your Honor will by such order that may be necessary deny to the Respondent the right to foreclose said mortgage appending this adjudication and upon this adjudication require said Respondent to cancell all mortgages of record in the office of Probate of Baldwin County, from the Complainant to Respondent and deliver said mortgage and notes to the Complainant, and will grant to the Complainant such other or further equitable release as this Honorable Court shall deem proper and to which your Complainant may be equitable entitled, and your Complainant does offer to do equity and does submit himself to the equitable decrees of this Honorable Court.

C. Ivin Thompson
Attorney for Complainant

Eddie McReynolds
Petitioner.

STATE OF ALABAMA
BALDWIN COUNTY

Before me the undersigned authority personally appeared Eddie McReynolds who is known to me, and who being informed of the contents of the foregoing instrument deposes and says under oath that same is true and correct to the best of his knowledge and belief.

Eddie McReynolds

Sworn to and subscribed before me this the 30 day of August, 1952.

C. Ivin Thompson
Notary Public

STATE OF ALABAMA

BALDWIN COUNTY

BOOK 162 PAGE 887

KNOW ALL MEN BY THESE PRESENTS, That EDDIE McREYNOLDS, single, Mortgagor, is indebted to S. S. BAGGETT, Mortgagee, in the sum of SEVEN HUNDRED FIFTY DOLLARS ($750.00) as the same is evidenced due and payable by that certain note hereinafter described;

NOW THEREFORE, in consideration of the sum of FIVE DOLLARS ($5.00), to us in hand paid by S. S. BAGGETT, the receipt of which is hereby acknowledged, and to secure the aforesaid note I, EDDIE McREYNOLDS, single, do Grant, Bargain, Sell and Convey unto the said S. S. BAGGETT all the following described real property situated in the County of Baldwin, State of Alabama, to-wit;

Beginning at the Southwest corner of Lot 8, in Block 2 in the plat of the village of Douglasville, recorded in the office of the Judge of Probate for said county in Miscellaneous record No. 1, page 334, thence running East 85 feet to a point, thence North about 210 feet to the North line of said Lot 8; thence West 85 feet to the Northwest corner of said Lot 8; thence South along the West line of Lot 8 to the point of beginning.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Mortgagee, his heirs and assigns forever. And I do covenant with the said Mortgagee that I am lawfully seized in fee simple of the said premises, of which I am in the quiet and peaceable possession, and that I have a good right to sell and convey the same as aforesaid, that said premises are free from all liens and encumbrances, that I will and my heirs and assigns shall forever warrant and defend the title to and possession of the same unto the said Mortgagee, his heirs and assigns against the lawful claims of all persons whomsoever.

Provided always and these presents are upon the express condition that if the said Mortgagor shall well and truly

pay to the said Mortgagee the sum of SEVEN HUNDRED FIFTY DOLLARS ($750.00) together with interest thereon at the rate of eight per cent per annum from maturity, as the same is evidenced due and payable by said promissory note of even date and tenor in the sum of SEVEN HUNDRED FIFTY DOLLARS ($750.00) payable in installments of Twenty-five Dollars ($25.00) on the first day of each calendar month hereafter, commending on the 1st day of December, 1949, with interest after maturity at the rate of eight per cent per annum, then these presents shall cease, determine and be void, otherwise to remain in full force and effect.

The Mortgagors will keep all insurable improvements now or hereafter erected on said property insured for not less than SEVEN HUNDRED FIFTY DOLLARS ($750.00) in an insurance company acceptable to the Mortgagee, with the premiums paid thereon, loss on said insurance, if any, payable to the Mortgagee as his interest shall appear. The Mortgagor shall pay all taxes and assessments levied by lawful authority and not suffer the same to be delinquent.

In the event the said Mortgagor shall fail to pay any one of the said installments or interest thereon as the same shall become due and payable or shall fail to keep the said property insured and the taxes paid as herein provided, then the whole of the indebtedness secured shall immediately become due and payable and the said Mortgagee may sell the aforesaid property at public outcry for cash to the highest bidder, during the legal hours of sale in front of the Court house door of Baldwin County, Alabama, after having given notice by publication, once a week for three consecutive weeks in any newspaper published in Baldwin County Alabama, of the time, place and terms of sale together with a description of the property and the proceeds to apply first, to the cost of sale, including a reasonable attorney's fee, then to indebtedness thereby secured and any balance to pay over to the Mortgagor.

The Mortgagee, his agent or attorney, is authorized to conduct any sale made hereunder and to make deed to the purchaser

in the name of the Mortgagor as his attorney-in-fact and any and all things lawfully done in the premises by such attorney-in-fact I hereby ratify and confirm. The Mortgagee may bid and purchase at any sale held hereunder as though a stranger to this instrument.

IN WITNESS WHEREOF, this Mortgagor has hereunto set his hand and seal on this the 8th day of November, 1949.

Eddie McReynolds (SEAL)

STATE OF ALABAMA

BALDWIN COUNTY

I, J. C. Burke, a Notary Public, in and for said County, in said State, hereby certify that Eddie McReynolds, single, 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 8th day of November, 1949.

Notary Public, Baldwin County, Ala.

STATE OF ALABAMA BALDWIN COUNTY
Filed 11-12-49 3 P M
Recorded ____ Book ____ Page ____
and I certify that the following Fees have been paid.
Deed Tax ____
Mortgage Tax 1.20
Judge of Probate
By ____

N 2882

RECORDED

Received in Sh
this 4 day of Sept 1952
TAYLOR WILKINS, Sh

Executed Sept 5 1952
by serving copy of within Summons and
Complaint on

S. S. Baggett

Taylor Wilkins Sheriff
By V. T. Hall Deputy Sheriff

RECORDED

Filed 9-2-52
Reid Henchr
Deputy

EDDIE McREYNOLDS	)	IN THE CIRCUIT COURT OF
COMPLAINANT	)	BALDWIN COUNTY, ALABAMA
VS	)	IN EQUITY.
S. S. BAGGETT	)	
RESPONDENT	)	

TO THE HONORABLE TELFAIR J. MASHBURN JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY SITTING:

Comes your Complainant and moves the Court to dismiss his complaint in the above styled cause.

Attorney for Complainant.

2882

Eddie McReynolds
vs
S.S. Baggett

Filed 12-4-52
Doris Jenrick
Registrar

2882