

4155

STATE OF ALABAMA )  
\*  
BALDWIN COUNTY )

KNOW ALL MEN BY THESE PRESENTS: That in a proceeding in the Circuit Court of Baldwin County, Alabama, in Equity, wherein F. S. Roundy is complainant and Gulf States Enterprises, Inc., a corporation, and the United States of America are respondents, being a proceeding to reform and foreclose a real estate mortgage (Case No. 4155), the said court did on the 25th day of April, 1958, render a decree reforming the said mortgage and ordering the property described in the reformed mortgage sold at public outcry at the front door of the courthouse at Bay Minette in Baldwin County, Alabama, to the highest bidder for cash at 11:30 o'clock A. M. on May 20, 1958, after giving notice thereof, as required by law, once a week for three successive weeks in the Baldwin Times, a newspaper published at Bay Minette in Baldwin County, Alabama, as will fully appear from a certified copy of the said decree which was filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on May 20, 1958, which is recorded in Deed Book 265 at pages 327-332, Baldwin County, Alabama Records; and,

WHEREAS, I, Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, pursuant to the terms and provisions of the said decree, gave notice of the time, place and terms of sale, together with a description of the property to be sold, once a week for three successive weeks preceding the said sale by publication thereof in the Baldwin Times, a newspaper published at Bay Minette in Baldwin County, Alabama, which notice appeared in the issues of the said paper published on May 1, 1958, May 8, 1958, and May 15, 1958; and,

WHEREAS, I did at 11:30 o'clock A. M. on the 20th day of May, 1958, sell the said lands at public outcry to the highest bidder for cash at the front door of the courthouse at Bay Minette in Baldwin County, Alabama, and at the said sale the complainant, F. S. Roundy, became the purchaser of the tract of land hereinafter described at and for the sum of Twelve Thousand Two Hundred Fifty-seven and 87/100 Dollars (\$12,257.87), he being the highest, best and last bidder for the said land, the amount of which said bid was credited by him on the amount due to him under the said mortgage; and,

WHEREAS, I did on the 20th day of May, 1958, report the said sale in writing to the said court and the said court did on the 30th day of May, 1958, duly confirm and ratify the said sale and order a deed to be executed by the undersigned, as Register, to the said F. S. Roundy, conveying the tract of land hereinafter described:

NOW, THEREFORE, in consideration of the premises and of the payment to me by the said F. S. Roundy of the said sum of \$12,257.87, and by virtue of the authority vested in me by the proceedings and decree hereinbefore recited, I, Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, have GRANTED, BARGAINED AND SOLD and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said F. S. Roundy as fully and completely as I am authorized by law to convey the same all interest of whatsoever kind the said Gulf States Enterprises, Inc., a corporation, had in or now has in the following described real property situated in Baldwin County, Alabama, to-wit:

Commencing at the Northeast corner of Lot 81 of the Lillian Beach Subdivision, lying in a portion of Fractional Section 24, Township 7 South, Range 6 East and Fractional Section 19, Township 7 South, Range 7 East, Baldwin County, Alabama, as recorded in Map Book 3 at pages 78-9 in the office of the Judge of Probate of Baldwin County, Alabama, thence

Easterly with the curved South right-of-way of Boykin Drive a distance of 17.0 feet; thence Southerly 292.0 feet to a point on shore line of Perdido Bay, said point being 18.7 feet Easterly from Southeast corner of Lot 81, Lillian Beach Subdivision, and the point of beginning; thence Northerly 292.0 feet to a point on the South right-of-way line of Boykin Drive 17.0 feet distant from the Northeast corner of Lot 81, Lillian Beach Subdivision; thence Easterly with the curved South line of Boykin Drive a distance of 65.0 feet; thence Southerly a distance of 292.0 feet to a point on the shore line of Perdido Bay, said point being 35.2 feet distant Easterly from the Southeast corner of Lot 82, Lillian Beach Subdivision; thence Westerly 71.5 feet with the shore line of Perdido Bay 71.5 feet to the point of beginning,

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said F. S. Roundy and unto his heirs and assigns, forever, as fully and completely as I am authorized to convey the same.

IN WITNESS WHEREOF, I, Alice J. Duck, as Register as aforesaid, have hereunto set my hand and seal on this the 30th day of May, 1958.

(S) ALICE J. DUCK (SEAL)

As Register of the Circuit Court of Baldwin County, Alabama, in Equity.

STATE OF ALABAMA )  
\*  
BALDWIN COUNTY )

I, Mary Lou Blackburn, a Notary Public, within and for said County in said State, hereby certify that Alice J. Duck, whose name as Register of the Circuit Court of Baldwin County, Alabama, in Equity, 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, she, in her capacity as such Register, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 30th day of May, 1958.

(S) MARY LOU BLACKBURN

Notary Public, Baldwin County, Alabama

J. B. BLACKBURN

ATTORNEY AT LAW  
BAY MINETTE, ALABAMA

APRIL 28, 1958

Baldwin Times  
Bay Minette, Alabama

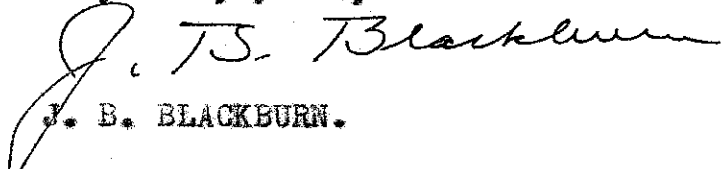
Gentlemen:

I am enclosing a notice in the case of F. S. Roundy vs. Gulf States Enterprises, Inc., et al, and a notice in the case of Nelson Radio & Supply Company vs. Gulf State Enterprise, Inc.

Please publish each of these notices once a week for three successive weeks and make the first publication of each of them in your issue of May 1.

When you complete publication please send proof thereof, together with a statement covering your charges, to Mrs. Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama.

Very truly yours,

  
J. B. BLACKBURN.

JBB\*MLB  
Enclosures

CC: Mrs. Alice J. Duck

F. S. ROUNDY,

VS.

Complainant,

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

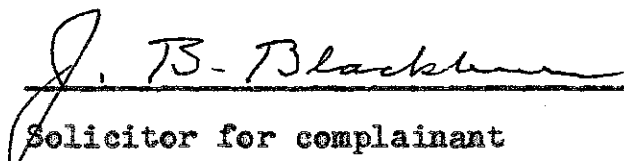
Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

MOTION

Now comes the complainant, by his solicitor, and moves the court to take the testimony of the complainant, F. S. Roundy, and of W. C. Beebe, a witness for the complainant, orally in open court when a hearing is had in this cause on April 25, 1958, in the manner provided by Equity Rule Number 56, as amended.

  
Solicitor for complainant

MOTION

F. S. ROUNDY,

Complainant,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

F. S. ROUNDY,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Complainant,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

REGISTER'S REPORT OF SALE

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA:

The undersigned Alice J. Duck, as Register of said court,  
respectfully reports:

1. That, pursuant to the decree of sale heretofore made  
and entered in this cause and dated on, to-wit, the 25th day of  
April, 1958, directing her to sell the real property therein de-  
scribed at public sale in the manner set out in the said decree  
and make report to this court, she, as such Register, did, on the  
20th day of May, 1958, at the hour of 11:30 o'clock A. M., offer  
for sale to the highest bidder for cash at the front door of the  
courthouse at Bay Minette in Baldwin County, Alabama, the real  
property described in the said decree, at which sale F. S. Roundy  
bid for the said property the sum of \$ 12,257.87 (which  
amount includes principal and interest to this date, but does not  
include attorney's fees and court costs incurred and to be in-  
curred in this proceeding), which was the highest, best, and last  
bid for the said property, which property was sold to the said  
purchaser for the said price, subject to the confirmation and ap-  
proval of this court; that before holding the said sale notice of  
the time, place, and terms of the said sale, together with a de-  
scription of the property to be sold, was given by publication  
once a week for three consecutive weeks in the Baldwin Times, a  
newspaper published at Bay Minette in Baldwin County, Alabama, the  
said notice appearing in the issues of said paper published on  
May 1, 1958, May 8, 1958, and May 15, 1958; that the said sale  
was fairly conducted in all respects and was held in strict con-  
formity with the provisions of the said decree.

2. The purchaser, who is the complainant in this case, has offered and stands ready to pay the costs incurred in this proceeding and to credit the net balance of his bid upon the indebtedness due to him under the mortgage which is being reformed and foreclosed in this proceeding in payment of said bid.

DONE on this the 20th day of May, 1958.

Respectfully submitted,

*Wince J. Smith*  
Register.

The foregoing report was filed with me on this date and, after having been read by me, it is Ordered that the said report lie over until 10:00 o'clock A. M. on Friday, May 23, 1958.

Dated this 20th day of May, 1958.

*Hubert M. Lee*  
Judge

F. S. ROUNDY,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Complainant,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

DECREE

This cause coming on to be heard on this date, which is the date heretofore set by a former decree of this court for hearing this cause, is submitted on the original Bill of Complaint; answer of respondent, Gulf States Enterprises, Inc., a corporation; answer of the United States of America; decree dated April 15, 1958, setting this cause for hearing on this date; motion of the complainant that the testimony of the complainant's witnesses be taken orally, as provided by Equity Rule Number 56, as amended; decree of this court ordering testimony of complainant's witnesses taken in open court, as provided by Equity Rule Number 56, as amended; the testimony of the complainant, F. S. Roundy, and the testimony of W. C. Beebe, a witness for the complainant; from all of which, the court finds as follows:

A. The respondent, Gulf States Enterprises, Inc., a corporation, has, in the answer filed by it in this cause, admitted all of the allegations of the Bill of Complaint, has consented that a decree be rendered in accordance with the prayer of the petition in the Bill of Complaint, and waived notice of any and all interlocutory proceedings leading up to a final decree in this cause.

B. The respondent, the United States of America, has, by its answer filed in this cause, admitted that it was made a party respondent in this proceeding under the provisions of Title 28, Section 2410 of the United States Code, and also admitted the allegations of Paragraphs 2, 3, 5 and 8 in the said Bill of Complaint.



C. The respondent, the United States of America, has been notified of the date set for hearing this cause in accordance with the provisions of the decree rendered in this cause, dated April 15, 1958.

D. On, to-wit, February 27, 1956, the respondent, Gulf States Enterprises, Inc., a corporation, obtained from the complainant, F. S. Roundy, a loan in the sum of Ten Thousand Six Hundred Dollars (\$10,600.00), which said loan was evidenced by a promissory waive note given by Gulf States Enterprises, Inc., to F. S. Roundy, dated February 27, 1956, and due six months after date. A copy of the said note was attached to and is made a part of the Bill of Complaint in this cause.

At the time of the execution and delivery of the said note the respondent, Gulf States Enterprises, Inc., made, executed and delivered to the complainant, F. S. Roundy, a mortgage to secure the said note, which mortgage is dated February 17, 1956, which was filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on February 27, 1956, where it is recorded in Book 262 of Mortgages at pages 388-9, Baldwin County, Alabama Records, a copy of which mortgage is attached to and made a part of the Bill of Complaint in this cause.

After the execution and delivery of the said note and mortgage the complainant, F. S. Roundy, advanced to the said respondent, Gulf States Enterprises, Inc., a corporation, the sum of Ten Thousand Six Hundred Dollars (\$10,600.00), which funds were used by Gulf States Enterprises, Inc., in erecting valuable improvements on the following described real property situated in Baldwin County, Alabama, to-wit:

Commencing at the Northeast corner of Lot 81 of the Lillian Beach Subdivision, lying in a portion of Fractional Section 24, Township 7 South, Range 6 East and Fractional Section 19, Township 7 South, Range 7 East, Baldwin County, Alabama, as recorded in Map Book 3 at pages 78-9 in the office of the Judge of Probate of Baldwin County, Alabama, thence Easterly with the curved South right-of-way of Boykin Drive a distance of 17.0 feet, thence Southerly 292.0 feet to a point on shore line of Perdido Bay, said point being 18.7 feet Easterly from Southeast corner of Lot 81, Lillian Beach Subdivision, and the point of beginning; thence

Northerly 292.0 feet to a point on the South right-of-way line of Boykin Drive 17.0 feet distant from the Northeast corner of Lot 81, Lillian Beach Subdivision; thence Easterly with the curved South line of Boykin Drive a distance of 65.0 feet; thence Southerly a distance of 292.0 feet to a point on the shore line of Perdido Bay, said point being 35.2 feet distant Easterly from the Southeast corner of Lot 82, Lillian Beach Subdivision; thence Westerly 71.5 feet with the shore line of Perdido Bay 71.5 feet to the point of beginning.

The description contained in the said mortgage is erroneous and the above described property is the same property which the respondent, Gulf States Enterprises, Inc., intended to describe in and convey by the above described mortgage.

The said respondent, Gulf States Enterprises, Inc., a corporation, has not paid any part of the indebtedness evidenced by the above described note and mortgage and the entire indebtedness, together with interest thereon, is still due and unpaid.

In accordance with the terms and provisions of the said mortgage the complainant, F. S. Roundy, has insured the property in the manner provided in the said mortgage and has paid the premiums on the said insurance policies, which indebtedness is a part of the indebtedness secured by the said mortgage.

The said mortgage further provided that the mortgagor, Gulf States Enterprises, Inc., would pay a reasonable attorney's fee for the foreclosure of the said mortgage in chancery. It was necessary for the complainant to employ counsel to foreclose the said mortgage in this court and the complainant's attorney is entitled to be paid a reasonable fee for the services rendered by him to the complainant in this cause.

E. The United States of America, one of the respondents in this cause, did, on, to-wit, February 5, 1957, file in the office of the Judge of Probate of Baldwin County, Alabama, a notice of a federal tax lien under the internal revenue laws of the United States against Gulf States Enterprises, Inc., for taxes in the amount of Eleven Hundred Sixteen and 46/100 Dollars (\$1116.46) and interest, which notice is recorded in Book 8 of Judgments at page 115, Baldwin County, Alabama Records.

F. All of the allegations of the Bill of Complaint have been proven to the satisfaction of the court and the complainant is entitled to the relief prayed for by him therein,

upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. The description contained in the said mortgage from the respondent, Gulf States Enterprises, Inc., to the complainant, F. S. Roundy, which mortgage is described above, is erroneous and it shall be and it is hereby reformed so as to describe and convey the tract of land which is described in Paragraph Numbered 4 of the Bill of Complaint which was filed in this cause, which is the following described property situated in Baldwin County, Alabama, to-wit:

Commencing at the Northeast corner of Lot 81, of the Lillian Beach Subdivision, lying in a portion of Fractional Section 24, Township 7 South, Range 6 East and Fractional Section 19, Township 7 South, Range 7 East, Baldwin County, Alabama, as recorded in Map Book 3 at pages 78-9 in the office of the Judge of Probate of Baldwin County, Alabama, thence Easterly with the curved South right-of-way of Boykin Drive a distance of 17.0 feet; thence Southerly 292.0 feet to a point on shore line of Perdido Bay, said point being 18.7 feet Easterly from Southeast corner of Lot 81, Lillian Beach Subdivision, and the point of beginning; thence Northerly 292.0 feet to a point on the South right-of-way line of Boykin Drive 17.0 feet distant from the Northeast corner of Lot 81, Lillian Beach Subdivision; thence Easterly with the curved South line of Boykin Drive a distance of 65.0 feet; thence Southerly a distance of 292.0 feet to a point on the shore line of Perdido Bay, said point being 35.2 feet distant Easterly from the Southeast corner of Lot 82, Lillian Beach Subdivision; thence Westerly 71.5 feet with the shore line of Perdido Bay 71.5 feet to the point of beginning.

2. The said mortgage, as reformed, constitutes and is a valid and subsisting prior lien, which is superior to the liens, rights, title, claims, and interest of all of the respondents in this cause and of any and all persons claiming under or through them.

3. The complainant is entitled to have the said mortgage, as reformed in this proceeding, foreclosed by a decree of this court and the above described real property (as described in Paragraph Numbered 1 of this decree) sold for the satisfaction, as far as may be, of the debt secured by the said mortgage.

4. The respondent, Gulf States Enterprises, Inc., a corporation, has defaulted in the payment of the debt secured by the said mortgage and the amount of the said debt secured by the said mortgage, together with interest thereon to this date, is the sum of Twelve Thousand, Two Hundred Six and  $34/100$  Dollars (\$12,206.34), which does not include the fee for services rendered in this proceeding by the complainant's attorney.

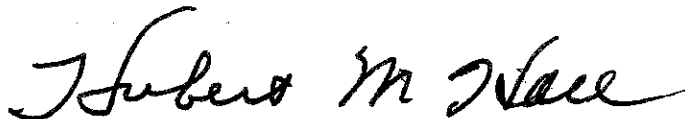
5. The sum of One Thousand Dollars (\$1,000.00) shall be and the same is hereby fixed as a reasonable fee to be paid to the complainant's attorney for the services rendered and to be rendered by him in this proceeding, which said sum is a part of the indebtedness secured by the said mortgage.

6. The Register of this court is hereby authorized, empowered, instructed and directed to sell the property described in Paragraph Numbered 1 of this decree at 11:30 A. M. on May 20, 1958, to the highest bidder for cash at the front door of the courthouse at Bay Minette in Baldwin County, Alabama, after advertising the time, place and terms of the said sale, together with a description of the said property, by publication once a week for three successive weeks in the Baldwin Times, a newspaper published in Baldwin County, Alabama, and make due report thereof to this court.

7. The complainant shall have the right to purchase at the said sale with the privilege of discharging his bill by crediting his mortgage indebtedness with the amount of such bid, less the amount of any court costs which he may be ordered or required to pay.

8. Jurisdiction of this cause is reserved for such other orders or decrees as may be or become necessary or proper in the premises.

ORDERED, ADJUDGED AND DECREED on this the 25th day of April, 1958.

  
Judge

F. S. ROUNDY,

VS.

Complainant,

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

DECREE CONFIRMING FORECLOSURE SALE

This cause coming on again to be heard is submitted upon the Report of Sale heretofore made by the Register, and it appearing to the court that the Report of Sale made and filed herein by the Register of this court on the 20th day of May, 1958, having been read in open court and ordered to lie over for exceptions, and it further appearing that no exceptions have been filed thereto; that the said sale was made pursuant to and in conformity with the decree of sale as recited in the said report; that the said sale was fairly conducted in all respects and no reason appears why the report should not be confirmed, upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. That the said Report of Sale so made and filed by the Register as aforesaid be and the same is hereby in all respects approved, ratified and confirmed.

2. Alice J. Duck, as Register, shall be and she is hereby authorized, empowered and directed to make, execute and deliver to F. S. Roundy, the successful bidder in the said sale, a deed conveying to him the property described in the decree of sale heretofore made in this cause dated April 25, 1958, together with all of the right, title, claim and interest which the said Gulf States Enterprises, Inc., a corporation, and the United States of America, the respondents in this cause, have or may have in the said property.

3. The complainant, F. S. Roundy, shall credit as of this date his bid of \$12,257.87 upon the mortgage indebtedness as ascertained and fixed in and by the former decree of this court, dated April 25, 1958, and the interest thereon.

4. The costs incurred in this proceeding, including the attorney's fee allowed to the complainant's solicitor of record in

the said decree heretofore rendered in this cause on April 25, 1958, are a part of the indebtedness secured by the mortgage from the respondent, Gulf States Enterprises, Inc., a corporation, to F. S. Roundy, which is foreclosed in this proceeding, which said costs, amounting to \$1,195.03, which include the said attorney's fee of \$1,000.00, are hereby taxed against the respondent, Gulf States Enterprises, Inc., a corporation, for which execution may issue.

5. If for any reason it shall become necessary for the complainant to pay the costs which are taxed against the respondent, Gulf States Enterprises, Inc., a corporation, in the preceding paragraph, the said costs, when paid by the complainant, shall be included in the amount which shall be paid on exercise of the statutory right to redeem the said property by any person, firm or corporation entitled to make such redemption.

ORDERED, ADJUDGED AND DECREED on this the 30 day of May, 1958.

Hubert M. Sauer  
Judge

\$5.00

F. S. ROUNDY,  
VS.

GULF STATE ENTERPRISES, INC,

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

MR. F. S. ROUNDY, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Blackburn

Q. Are you Mr. F. S. Roundy?

A. I am.

Q. Are you the complainant in this case?

A. I am.

Q. Are you over the age of 21 years and a resident of Escambia County, Florida?

A. I am

Q. The Gulf State Enterprises, is that a Florida Corporation, with its principal place of business in Pensacola?

A. I believe so.

Q. Mr. Roundy, I will ask you if on or about February 27, 1956 you made a loan to Gulf States Enterprises?

A. I did.

Q. What was the amount of that loan?

A. \$10,600.00.

Q. Did Gulf State Enterprises give you a note at that time?

A. They did.

Q. I will show you the original note from Gulf State Enterprises to you dated February 27, 1956, and ask you to examine that note please. Is that the note that Gulf State Enterprises gave you at the time it obtained this loan?

A. Yes sir.

MR. BLACKBURN: We offer this note in evidence and ask that it be identified as Complainant's Exhibit 1, with leave to withdraw it and substitute a copy.

Q. Now Mr. Roundy, at the time the note that I asked you about was given to you, did Gulf State Enterprises also give to you a mortgage?

A. They did.

Q. I show you a mortgage from Gulf State Enterprises to you dated February 17, 1956, which is recorded in Book 262 of mortgages at pages 388-9, Baldwin County records and ask you to examine that. Is that the mortgage that was given to you by Gulf State enterprises?

A. It is.

MR. BLACKBURN: We offer this mortgage in evidence and ask that it be identified as Complainant's Exhibit 2, with leave to withdraw it and substitute a copy.

Q. At this point I call your attention to the fact that this mortgage was filed for record on February 27, 1956--  
Now Mr. Roundy, after the execution and delivery of the note and mortgage that I have asked you about, I will ask you whether or not Gulf States Enterprises received from you \$10,600.00?

A. They did.

Q. Now do you know what use was made by Gulf State Enterprises with those funds?

A. They were supposed to have been used to build the building on the property described in the mortgage.

Q. Did they use those funds or a part of those funds in erecting a building on the tract of land we have described in our complaint?

A. Yes sir.

Q. And you are familiar with the things that I explained to the court a moment ago, that the description in the mortgage referred to Plat Book 3 and the word feet is left out after the figure 65?

A. I am.

Q. This property is described according to the map book and not plat book?

A. Yes.

Q. The word "feet" should have been after the figure 65?

A. Yes sir.

Q. Now is the entire indebtedness evidenced by this note and secured by this mortgage due and unpaid at this time?



A. It is.

Q. Now was it necessary for you to employ me as Attorney to reform and foreclose this mortgage?

A. Yes.

Q. I will ask you if the mortgage provided for insurance on the property--Is there a provision in the mortgage authorizing you to insure it?

A. I believe so, provided the principal doesn't insure it.

Q. The Principal, Gulf State Enterprises didn't insure it?

A. No sir.

Q. Have you insured it?

A. Yes sir.

Q. Have you prepared a statement of the full amount due, principal, interest, and including insurance, but not including Attorney's fees?

A. That is right.

Q. What is the total amount, principal, interest and insurance?

A. \$12, 206.34.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Hayes:

Q. Mr. Roundy, on the note that has been admitted here, did you have any other security besides the mortgage that came into evidence?

A. No sir.

Q. Were there any other lots involved other than the one described in this bill?

A. There are other mortgages, yes.

Q. There were other mortgages?

A. Yes, but not on that particular lot of land.

Q. You had other mortgages from Gulf State Enterprises?

A. I did.

Q. Have those mortgages been foreclosed?

A. Yes sir.

Q. All of them?

A. Yes.

Q. Do you know the dates when the foreclosures took place?

A. I believe August 19, 1957. May I ask if you also refer to those mortgages in Escambia County, Florida in which the Government is involved?

Q. Yes.

A. I had three lots there and they were foreclosed, I believe on January 3rd.

Q. Of this year?

A. Yes sir.

Q. As I understand it, you had two mortgages foreclosed in Escambia County, Florida in January of 1958?

A. Three in January of this year in Santa Rosa County, Florida.

Q. Any others?

A. Two in Baldwin County last August.

Q. Did you buy the property in at the foreclosure sale in both of these cases?

A. I did.

MR. W. C. BEEBE, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Blackburn/

Q. Are you Mr. W. C. Beebe?

A. I am.

Q. Are you an Attorney practicing in this County?

A. I am.

Q. Are you familiar with fees charged by Attorneys for handling suits in the equity court?

A. I am.

Q. Are you familiar generally with the case of F. S. Roundy vs. Gulf State Enterprises, which is a suit to foreclose a mortgage?

A. I have looked through the file and know what work was done.

Q. For your information the amount due on this mortgage, including interest up to this date, is \$12,206.34. What do you think is a reasonable Attorney's fee to be paid the Complainant's Attorney for handling a proceeding of this kind?

A. \$1,000.00 to \$1200.00.

C E R T I F I C A T E:

I hereby certify that the foregoing, consisting of pages 1, through 4 both inclusive, correctly sets forth a true and correct transcript of the testimony as taken by me in Open Court, on April 25, 1958, before Hon. Hubert M. Hall, Judge of the 28th Judicial Circuit of Alabama.

This 28th day of April, 1958.

Louise Dinsbury  
Court Reporter

Comm. Ex. 1

COPY

COPY

\$10,600.00

Lillian, Alabama

February 27, 1956

On or before six (6) months after date we promise to pay to the order of F. S. Roundy, Pensacola, Florida, Ten Thousand Six Hundred and no/100 Dollars (\$10,600.00) for value received with interest from date at the rate of six percent per annum, interest payable with principal. Principal and interest being payable in lawful money of the United States of America, at the office of F. S. Roundy in the City of Pensacola, Florida.

This note and the interest accruing thereon is secured by a First Mortgage of even date herewith executed and delivered by the maker hereof to the said F. S. Roundy, conveying certain real estate therein described in the County of Baldwin, State of Alabama. It is hereby agreed that if default be made in the payment of any installment of said interest or any part thereof, or if failure be made to perform any of the covenants or agreements contained in the said Mortgage securing this note then at the option of the holder of this note the principal sum remaining unpaid with accrued interest shall at once become due and collectible without notice, and the said Mortgage shall at once become foreclosable upon the exercise of said option, time being of the essence of this contract, and said principal sum said accrued interest shall bear interest at the rate of six per centum per annum from such time until paid.

This contract is to be construed in all respects and enforced according to the laws of the State of Alabama.

All persons now, or hereafter, becoming parties hereto, as makers, endorsers, guarantors or otherwise, hereby waive demand and protest, and notice of demand, non-payment and protest and waive all objections to any extension or renewal of this note, in whole or in part, made at or after maturity, and in case this note is collected by an attorney, agree to pay an attorney's fee of five percent, if paid before suit and ten percent, if paid after suit and all cost of collection.

GULF STATES ENTERPRISES, INC. (SEAL)

By: /s/ Robert B. Smith  
President

Attest:

/s/ June Day Smith  
Secretary.

F. S. ROUNDY,

Complainant,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

DECREE SETTING DATE FOR HEARING CAUSE

It is ORDERED, ADJUDGED AND DECREED by the court that this cause be and it is hereby set for hearing at nine o'clock A. M. on April 25, 1958, at the courthouse in Bay Minette, Alabama.

The Register of this court shall promptly mail a copy of this decree to Ralph Kennamer, Esquire, United States Attorney for the Southern District of Alabama, Federal Building, Mobile, Alabama.

ORDERED, ADJUDGED AND DECREED on this the 15th day of April, 1958.

*Hubert M. Hall*  
\_\_\_\_\_  
Judge

**FILED**  
APR 17 1958  
ALICE L. BUCK, Register

I hereby certify that I delivered a copy of the above and foregoing decree to Ralph G. Kennamer, Esquire, United States Attorney for the Southern Division of Alabama, at his office in Mobile, Alabama, on Wednesday afternoon, April 16, 1958.

Dated this 24th day of April, 1958.

*J. B. Blackburn*  
\_\_\_\_\_  
Solicitor for complainant

DEGREE SETTING DATE FOR HEARING  
CAUSE

---

F. S. ROUNDY,

Complainant,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

# Legal Notice

NOTICE OF FORECLOSURE SALE In The Circuit Court Of Baldwin County, Alabama In Equity

F. S. Roundy, Complainant

vs.

Gulf State Enterprise, Inc., a corporation,

Respondents

Under and by virtue of the provisions of a decree rendered in this cause on the 25th day of April, 1958, I will proceed to sell at the front door of the courthouse of Baldwin County, Alabama, in the City of Bay Minette, Alabama, at 11:30 o'clock A.M. on the 20th day of May, 1958, to the highest bidder, for cash, the following described real property situated in Baldwin County, Alabama, to-wit:

Commencing at the Northeast corner of Lot 81 of the Lillian Beach Subdivision, lying in a portion of Fractional Section 24, Township 7 South, Range 6 East and Fractional Section 19, Township 7 South, Range 7 East,

Baldwin County, Alabama, as recorded in Map Book 3 at pages 78-9 in the office of the Judge of Probate of Baldwin County, Alabama, thence Easterly with the curved South right-of-way of Boykin Drive a distance of 17.0 feet, thence Southerly 292.0 feet to a point on shore line of Perdido Bay, said point being 18.7 feet Easterly from Southeast corner of Lot 81, Lillian Beach Subdivision, and the point of beginning; thence Northerly 292.0 feet to a point on the South right-of-way line of Boykin Drive 17.0 feet distant from the Northeast corner of Lot 81, Lillian Beach Subdivision; thence Easterly with the curved South line of Boykin Drive a distance of 65.0 feet; thence Southerly a distance of 292.0 feet to a point on the shore line of Perdido Bay, said point being 35.2 feet distant

Easterly from the Southeast corner of Lot 82, Lillian Beach Subdivision; thence Westerly 71.5 feet with the shore line of Perdido Bay 71.5 feet to the point of beginning.

WITNESS my hand this the 28th day of April, 1958.

ALICE J. DUCK

As Register of the Circuit Court of Baldwin County, Alabama, in Equity.

J. B. BLACKBURN

Solicitor for complainant



E. R. MORRISSETTE, JR. EDITOR-MANAGER

## AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA, BALDWIN COUNTY.

E. R. Morrisette, Jr. being duly sworn, deposes and says that he is the EDITOR of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Notice of Foreclosure Sale F. S. Roundy vs. Gulf State Enterprise, Inc

### COST STATEMENT

350 WORDS @ 5 cents ..... \$ 17.50 I hereby certify this is correct, due and unpaid (paid).

E. R. Morrisette, Jr. Editor.

was published in said newspaper for 3 consecutive weeks in the following issues:

Date of 1st publication May 1, 1958 Vol. 70 No. 16

Date of 2nd publication May 8, 1958 Vol. 70 No. 17

Date of 3rd publication May 15, 1958 Vol. 70 No. 18

Date of 4th publication, 195 Vol. No.

Subscribed and sworn before the undersigned this 15 day of May, 1958

Dorothy Martin

Notary Public, Baldwin County.

E. R. Morrisette, Jr. Editor.

F. S. ROUNDY,	*	
Complainant,	*	
vs	*	IN THE CIRCUIT COURT OF
GULF STATES ENTERPRISES, INC.,	*	BALDWIN COUNTY, ALABAMA
a corporation, et al,	*	IN EQUITY
Respondents.	*	

ANSWER OF UNITED STATES OF AMERICA

Comes the United States of America, party respondent in the above cause, and answers the Bill of Complaint filed herein as follows:

1. The respondent is without knowledge of whether or not the allegations in paragraph 1 are correct and thus demands strict proof thereof, except respondent admits that the United States was made a party under the provisions of Title 28, Section 2410, United States Code.
2. Respondent admits the allegations of paragraph 2.
3. Respondent admits the allegations of paragraph 3.
4. The respondent is without information to admit or deny the allegations of paragraph 4 and therefore demands strict proof thereof.
5. The respondent admits the allegations of paragraph 5.
6. The respondent is without information to admit or deny the allegations of paragraph 6 and therefore demands strict proof thereof.
7. The respondent admits the allegations of paragraph 7 except that the respondent may later contest the practical definition of the word "reasonable" in connection with attorney's fees.
8. The respondent admits the allegations of paragraph 8.

Having fully answered the complaint in this cause, respondent respectfully prays that this Court will afford to respondent whatever relief may be possible in the premises.

Respectfully submitted,

RALPH KENNAMER  
United States Attorney

By *Thomas M. Haas*  
Thomas M. Haas  
Assistant United States Attorney

I hereby certify that I have on this 17th day of February, 1958 served a copy of the foregoing answer on Hon. J. B. Blackburn by mailing a copy to his office at Bay Minette, Alabama, postage prepaid.

*filed Feb. 18, 1958* *Thomas M. Haas*  
Thomas M. Haas

*Plies J. Luck, register*



4155

**FILED**  
**FEB 13 1958**  
**ALICE J. DUCK, Register**

7-6642-15

F. S. ROUNDY,

VS.

Complainant,

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

ANSWER

Now comes Gulf States Enterprises, Inc., a corporation,  
and for answer to the Bill of Complaint filed in this cause says:

1. It admits the allegations of the Bill of Complaint  
and consents and agrees that a decree or decrees be rendered grant-  
ing the relief prayed for by the complainant in the said Bill of  
Complaint.

2. This respondent consents that all interlocutory pro-  
ceedings leading up to a final decree in this case may be had  
without further notice to it, all of which said notice or notices  
are hereby expressly waived.

Dated this 19 day of November, 1957.

GULF STATES ENTERPRISES, INC.  
a corporation,

By

As its President

Affix corporate seal.

167

*filed Nov. 25, 1957*  
*Alice J. Sucke*  
*REGISTER*

4155

ANSWER

F. S. ROUNDY,

Complainant,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

FILED

NOV 25 1957

ALICE I. DUCK, Register

F. S. ROUNDY,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Complainant,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

REGISTER'S CERTIFICATE AS TO  
SERVICE

I, Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, do hereby certify that I did on this date mail a copy of the decree rendered in this cause and dated April 15, 1958, setting this cause for hearing on April 25, 1958, to Ralph G. Kennamer, United States Attorney, Federal Building, Mobile, Alabama.

Dated this 18 day of April, 1958.

168

Alice J. Duck  
Register

REGISTER'S CERTIFICATE AS TO  
SERVICE

F. S. ROUNDY,

Complainant,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY



CERTIFICATE

F. S. ROUNDY,

Complainant,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

FILED

NOV 14 1957

ALICE L. BUCK, Register

F. S. ROUNDY, ) IN THE CIRCUIT COURT OF  
Complainant, ) BALDWIN COUNTY, ALABAMA  
vs. ) IN EQUITY. NO. 4155.  
GULF STATES ENTERPRISES, )  
INC., a corporation, ET AL., )  
Respondents. )

CERTIFICATE

I, Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, do hereby certify that I did on this the 20th day of December, 1957, mail to the Attorney General of the United States at Washington, District of Columbia, two copies of the Summons and Bill of Complaint in this case by registered mail, properly addressed.

WITNESS my hand this 20th day of December, 1957.

  
\_\_\_\_\_  
Register.



NOTICE OF FORECLOSURE SALE

F. S. ROUNDY,

Complainant,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

Under and by virtue of the provisions of a decree rendered in this cause on the 25th day of April, 1958, I will proceed to sell at the front door of the courthouse of Baldwin County, Alabama, in the City of Bay Minette, Alabama, at 11:30 o'clock A. M. on the 20th day of May, 1958, to the highest bidder, for cash, the following described real property situated in Baldwin County, Alabama, to-wit:

Commencing at the Northeast corner of Lot 81 of the Lillian Beach Subdivision, lying in a portion of Fractional Section 24, Township 7 South, Range 6 East and Fractional Section 19, Township 7 South, Range 7 East, Baldwin County, Alabama, as recorded in Map Book 3 at pages 78-9 in the office of the Judge of Probate of Baldwin County, Alabama, thence Easterly with the curved South right-of-way of Boykin Drive a distance of 17.0 feet, thence Southerly 292.0 feet to a point on shore line of Perdido Bay, said point being 18.7 feet Easterly from Southeast corner of Lot 81, Lillian Beach Subdivision, and the point of beginning; thence Northerly 292.0 feet to a point on the South right-of-way line of Boykin Drive 17.0 feet distant from the Northeast corner of Lot 81, Lillian Beach Subdivision; thence Easterly with the curved South line of Boykin Drive a distance of 65.0 feet; thence Southerly a distance of 292.0 feet to a point on the shore line of Perdido Bay, said point being 35.2 feet distant Easterly from the Southeast corner of Lot 82, Lillian Beach Subdivision; thence Westerly 71.5 feet with the shore line of Perdido Bay 71.5 feet to the point of beginning.

WITNESS my hand this the 28th day of April, 1958.

ALICE J. DUCK,  
As Register of the Circuit Court of  
Baldwin County, Alabama, in Equity.

J. B. BLACKBURN,  
Solicitor for complainant.

NOTICE OF FORECLOSURE SALE

F. S. ROUNDY,

Complainant,

vs.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

F. S. ROUNDY,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Complainant,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

DECREE

On motion of the complainant, it is Ordered, Adjudged and Decreed that the testimony of the complainant and of W. C. Beebe, a witness for the complainant, be taken orally in open court on the hearing of this cause on April 25, 1958, in the manner provided by Equity Rule Number 56, as amended.

ORDERED, ADJUDGED AND DECREED on this the 25 day of April, 1958.

  
\_\_\_\_\_  
Judge

DECREE

F. S. ROUNDY,

Complainant,

VS.

GULF STATES ENTERPRISES, INC.,  
a corporation, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

United States Department of Justice

IN REPLY REFER TO  
STYLE OF CASE AND

TMH:crt

UNITED STATES ATTORNEY  
SOUTHERN DISTRICT OF ALABAMA  
MOBILE 10, ALABAMA

February 17, 1958

Register in Equity  
Baldwin County Court House  
Bay Minette, Alabama

Dear Sir:


Re: F. S. Roundy, vs  
Gulf States Enterprises, Inc.,  
United States of America  
Circuit Court of Baldwin County,  
In Equity

Please find enclosed our answer in the above styled  
cause.

We respectfully request that you file this answer for  
us and acknowledge same in the self-addressed envelope enclosed  
herewith, which requires no postage.

Very truly yours,

RALPH KENNAMER  
United States Attorney

By   
Thomas M. Haas  
Assistant United States Attorney

Encl.



INSTRUCTIONS TO DELIVERING EMPLOYEE

- DELIVER ONLY TO ADDRESSEE (20¢ additional)
- SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)

RECEIPT

Received from the Postmaster the Registered, Certified, or Insured Article the number of which appears on the face of this return receipt.

1. SIGNATURE OR NAME OF ADDRESSEE

2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in item 1 above)

3. DELIVERY DATE

4.

FILED

DEC 23 1957

REGISTERED MAIL

*Thomas Gen of US*

*George H. White*

*12 23 57*

POST OFFICE DEPARTMENT  
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID  
PAYMENT OF POSTAGE, \$300

WASHINGTON  
DEC 21  
11-PM  
1957  
D.C.

POSTMARK OF  
DELIVERING OFFICE

INSTRUCTIONS.—Show name, address and number of article below. Complete "Instructions To Delivering Employee" on other side, when applicable. Moisten gummed ends and securely attach to back of article. Endorse front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO. <i>158</i>	NAME OF SENDER <i>Alice J. Duck</i>
CERTIFIED NO.	STREET AND NO. OR P.O. BOX <i>Bay Muttie</i>
INSURED NO.	CITY, ZONE, AND STATE <i>Ala</i>

POD Form 3811, Dec. 1955

e8-16-11542-2



STATE OF ALABAMA )  
                          \*  
BALDWIN COUNTY    )

TO ANY LAW OFFICER OF THE STATE OF ALABAMA:

You are hereby commanded to summon GULF STATES ENTERPRISES, INC., a corporation, to appear within thirty days from the service of this writ in the Circuit Court of Baldwin County, Alabama, in Equity, at the place of holding same, then and there to plead, answer or demur to the Bill of Complaint filed against it by F. S. ROUNDY.

WITNESS my hand this 31 day of October, 1957.

156

  
\_\_\_\_\_  
Register



is recorded in Book 262 of Mortgages at pages 388-9, Baldwin County, Alabama Records, a copy of which mortgage is hereto attached, marked "Exhibit B" and by reference made a part hereof as though fully incorporated herein.

4. After the execution and delivery of the note and mortgage which are described above, the complainant advanced to the said respondent, Gulf States Enterprises, Inc., a corporation, the said sum of \$10,600.00, which funds were used by Gulf States Enterprises, Inc., in erecting valuable improvements on the following described real property situated in Baldwin County, Alabama, to-wit:

Commencing at the Northeast corner of Lot 81, of the Lillian Beach Subdivision, lying in a portion of Fractional Section 24, Township 7 South, Range 6 East and Fractional Section 19, Township 7 South, Range 7 East, Baldwin County, Alabama, as recorded in Map Book 3 at pages 78-9 in the office of the Judge of Probate of Baldwin County, Alabama; thence Easterly with the curved South right of way of Boykin Drive a distance of 17.0 feet; thence Southerly 292.0 feet to a point on shore line of Perdido Bay, said point being 18.7 feet Easterly from Southeast corner of Lot 81, Lillian Beach Subdivision, and the point of beginning; thence Northerly 292.0 feet to a point on the South right of way line of Boykin Drive 17.0 feet distant from the Northeast corner of Lot 81, Lillian Beach Subdivision; thence Easterly with the curved South line of Boykin Drive a distance of 65.0 feet; thence Southerly a distance of 292.0 feet to a point on the shore line of Perdido Bay, said point being 35.2 feet distant Easterly from the Southeast corner of Lot 82, Lillian Beach Subdivision; thence Westerly 71.5 feet with the shore line of Perdido Bay 71.5 feet to the point of beginning.

The above described property is the same property which the respondent, Gulf States Enterprises, Inc., intended to describe in and convey by the above described mortgage.

5. After the execution and delivery of the above described mortgage, Nelson Radio<sup>and</sup>/Supply Company, Inc., furnished labor and materials in improving the residence which is situated on the tract of land which is described in Paragraph Numbered 4 of this Bill of Complaint, the amount of which was Four Hundred Eighty-four and 62/100 Dollars (\$484.62), and when the said indebtedness was not paid the Nelson Radio and Supply Company, Inc., filed a suit in the Circuit Court of Baldwin County, Alabama, in Equity,

which was Case Number 3930 in the said court, in which Gulf State Enterprise, Inc., a corporation, was named as respondent, to perfect and enforce a mechanic's and materialman's lien on the said property, together with other lands. A decree was rendered in the said cause on, to-wit, May 21, 1957, in favor of the said complainant against the said respondent, after which the said decree was transferred and assigned by Nelson Radio and Supply Company, Inc., to the complainant, F. S. Roundy, by written assignment dated June 27, 1957, which is recorded in Book 282 of Mortgages at pages 488-9, Baldwin County, Alabama Records.

6. The said respondent, Gulf States Enterprises, Inc., has not paid any part of the indebtedness evidenced by the above described note and mortgage and the entire indebtedness, together with interest thereon, is still due and unpaid.

7. It is further provided in and by the above described mortgage that the said mortgagor, the respondent Gulf States Enterprises, Inc., would pay a reasonable attorney's fee for the foreclosure of the said mortgage in Chancery, and the complainant avers that he has employed counsel to foreclose the said mortgage, has incurred expenses in connection with the foreclosure of the said mortgage, and that he is entitled to and he hereby claims reasonable compensation for the services of his said attorney.

8. The United States of America, one of the respondents in this suit, through its District Director of Internal Revenue for the State of Florida, did on, to-wit, February 5, 1957, file for record in the office of the Judge of Probate of Baldwin County, Alabama, a notice of Federal Tax Lien Assessment under the internal revenue laws of the United States against Gulf States Enterprises, Inc., for taxes in the amount of Eleven Hundred Sixteen and 46/100 Dollars (\$1116.46), which said notice is recorded in Book 8 of Judgments at page 155, Baldwin County, Alabama Records, a copy of which said notice is hereto attached, marked "Exhibit C" and by reference made a part hereof as though fully incorporated herein.

#### PRAYER FOR PROCESS

Complainant prays that the usual process be issued of this court and served upon the respondent, Gulf States Enterprises, Inc., a corporation, in the form and manner prescribed by law, requiring it to appear in this court and plead, answer or demur to this Bill of Complaint within the time and manner provided by law and the rules of this Honorable Court.

Complainant further prays that a Summons and a copy of this Bill of Complaint be served upon Ralph B. Kennamer, the United States attorney for the Southern Division of the Southern District of Alabama, and that a copy of the Summons and Bill of Complaint be sent by the Register of this court by registered mail to the Attorney General of the United States at Washington, District of Columbia, requiring the respondent, the United States of America, to appear in this court and plead, answer or demur to this Bill of Complaint within sixty (60) days from service, as provided by Title 28, Section 2410 of the United States Code annotated.

#### PRAYER FOR RELIEF

Complainant further prays for the following separate and several relief:

A. That the above described mortgage be reformed so as to describe, cover and convey the tract of land which is described in Paragraph Numbered 4 of this Bill of Complaint.

B. That the amount due the complainant by Gulf States Enterprises, Inc., a corporation, be ascertained and fixed.

C. That a reasonable attorney's fee for services rendered by complainant's attorney in foreclosing this mortgage be ascertained and fixed.

D. That it be adjudged and decreed that complainant's said mortgage, as reformed, is a prior lien on the property described in Paragraph Numbered 4 of this Bill of Complaint, and that the tax lien of the United States of America is subordinate thereto.



EXHIBIT A

\$10,600.00

Lillian, Alabama

February 27, 1956.

On or before six (6) months after date we promise to pay to the order of F. S. Roundy, Pensacola, Florida, Ten Thousand Six Hundred and no/100 Dollars (\$10,600.00) for value received with interest from date, at the rate of six percent per annum, interest payable with principal. Principal and interest being payable in lawful money of the United States of America, at the office of F. S. Roundy in the City of Pensacola, Florida.

This note and the interest accruing thereon is secured by a First Mortgage of even date herewith executed and delivered by the maker hereof to the said F. S. Roundy conveying certain real estate therein described in the County of Baldwin, State of Alabama, It is hereby agreed that if default be made in the payment of any installment of said interest or any part thereof, or if failure be made to perform any of the covenants or agreements contained in the said mortgage securing this note then at the option of the holder of this note the principal sum remaining unpaid with accrued interest shall at once become due and collectible without notice, and said mortgage shall at once become fore-closable upon the exercise of said option, time being of the essence of this contract, and said principal sum and said accrued interest shall bear interest at the rate of six percentum per annum from such time until paid.

This contract is to be construed in all respect and enforced according to the laws of the State of Alabama.

All persons now, or hereafter, becoming parties hereto, as makers, endorsers, guarantors or otherwise, hereby waive demand and protest, and notice of demand, non-payment and protest and waive all objections to any extension or renewal of this note, in whole or in part, made at or after maturity, and in case this note is collected by an attorney, agree to pay an attorney's fee of five percent, if paid before suit, and ten percent if paid after suit and all cost of collection.

GULF STATES ENTERPRISES, INC. (SEAL)

By: /s/ Robert B. Smith

(Corporate seal affixed)

Attest:

/s/ June Day Smith  
Secretary.

EXHIBIT B

STATE OF ALABAMA )  
 COUNTY OF BALDWIN )

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned Gulf States Enterprises, Inc., a Florida Corporation, hereinafter called the Mortgagor has become justly indebted to F. S. Roundy, Pensacola, Florida, hereinafter called the Mortgagee, in the sum of Ten Thousand Six Hundred and No/100 (\$10,600) Dollars due by its promissory note hereof, payable on or before six (6) months after date, with interest at the rate of six percent per annum, and whereas, the said Mortgagor is desirous of securing the prompt payment of said note when the same falls due, now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said Gulf States Enterprises, Inc., a Florida Corporation, has bargained and sold, and do hereby grant, bargain, sell and convey unto the said F. S. Roundy, the following described real estate situated in Baldwin County, State of Alabama, to-wit:

Commencing at the Northeast corner of Lot 81, of the Lillian Beach Subdivision, lying in a portion of Fractional Section 24, Township 7 South, Range 6 East and Fractional Section 19, Township 7 South, Range 7 East, Baldwin County, Alabama, as recorded in Plat Book 3 of Page 78, 79 of the public records of Baldwin County, Alabama; thence Easterly with the curved South right of way of Boykin Drive a distance of 17.0 feet; thence Southerly 292.0 feet to a point on shoreline of Perdido Bay, said point being 18.7 feet Easterly from Southeast corner of Lot 81, Lillian Beach Subdivision and the point of beginning; thence Northerly 292.0 feet to a point on the South right of way line of Boykin Drive 17.0 feet distant from the Northeast corner of Lot 81, Lillian Beach Subdivision; thence Easterly with the curved South line of Boykin Drive a distance of 65.0; thence Southerly a distance of 292.0 feet to a point on the shoreline of Perdido Bay, said point being 35.2 feet distant Easterly from the Southeast corner of Lot 82.0 Lillian Beach Subdivision; thence Westerly 71.5 feet with the shore line of Perdido Bay 71.5 feet to the point of beginning.

warranted free from all incumbrances and against any adverse claims other than the lien of ad valorem taxes for the current tax year.

To have and to hold the above granted premises unto the said Mortgagee, F. S. Roundy, his successors and assigns, forever, and for the purpose of further securing the payment of said promissory note, do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should it make default in the payment of same, the said Mortgagee, may at his option, pay off the same; and to further secure said indebtedness first above named, it agrees to keep said property insured for at least Ten Thousand Six Hundred and No/100 (\$10,600) Dollars, loss, if any, payable to said Mortgagee as the interest may appear, and if it fails to keep said property insured as above specified, then the said Mortgagee may, at his option, insure said property for said sum for his own benefit, the policy, if collected to be credited on said indebtedness, less cost of collection same; all amounts so expended by said Mortgagee, shall become a debt to said Mortgagee, additional to the indebtedness hereby specially secured, and shall be covered by Mortgage and bear interest from date of payment by said Mortgagee and be due and payable at the maturity of any of the principal or interest thereon.



Upon condition, however, that if the said Mortgagor pays said note and reimburse said Mortgagee for any amounts it may have expended as taxes, assessments, or other charges and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said Mortgagee, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or of his successors and assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events the whole of the said indebtedness shall at once become due and payable, and this Mortgage shall be subject to foreclosure as now provided by law in case of past due Mortgages, and the said Mortgagee, his agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and, after giving 30 days notice, by publication, once a week for 4 consecutive weeks of the time, place and terms of sale, by publication in some newspaper published in Baldwin County, in the State of Alabama, to sell the same, as a whole or in parcels, in front of the Court House door, of said last named county, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, the expense of advertising, selling and conveying, including a reasonable attorney's fee; and, Second, to the payments of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes, assessments, or other encumbrances, with interest thereon; and, Third; to the payment of said note, in full, whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale; and, Fourth: the balance, if any, to be turned over to the Mortgagor, and it further agrees that said Mortgagee, his agent and assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and it further agrees to pay a reasonable attorney's fee to said Mortgagee or his agent or assigns, for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the name and seal of said Gulf States Enterprises, Inc., a Florida Corporation, has been hereunto signed and affixed by the President and Secretary, this 17th day of February, 1956.

GULF STATES ENTERPRISES, INC.,

By: /s/ Robert B. Smith  
President.

(Corporate seal affixed)

Attest:

/s/ June Day Smith  
Secretary.

Signed and sealed in the presence of:

/s/ Exia M. Kates

/s/ Roy L. Cox

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, Exia M. Kates, a Notary Public, in and for said County in said State, hereby certify that Robert B. Smith, President of Gulf States Enterprises, Inc., a Florida Corporation, and June Day

Smith, Secretary of said corporation, 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, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 17th day of February, 1956.

/s/ Exia M. Kates  
Notary Public, State of Florida

My commission expires: 6/17/58

(Seal affixed)

STATE OF ALABAMA, BALDWIN COUNTY

Filed: 2/27/56 8 A.M.  
Recorded: mtg. Book 262 pages 388-9  
and I certify that the following  
Privilege Tax has been paid.

Deed Tax \_\_\_\_\_  
Mortgage Tax 15.90

/s/ W. R. Stuart  
Judge of Probate  
By: G

NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS

DISTRICT FLORIDA NO. \_\_\_\_\_

Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code of 1954, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

NAME OF TAXPAYER Gulf States Enterprises  
RESIDENCE OR PLACE OF BUSINESS 820 Barrancas Ave., Pensacola, Florida

NATURE OF TAX	ACCOUNT NO.	YEAR OR TAXABLE PERIOD	ASSESSMENT DATE	AMOUNT OF ASSESSMENT
WH	56 NOV 15-A-6672	Qtr 9/56	11-15-56	\$ 431.42
WH	56 NOV 23-A-8674	Qtr 6/56	11-23-56	685.04
<b>STATE OF ALABAMA, BALDWIN COUNTY</b>				
Filed <u>2-1-57</u>				
Recorded _____				
By <u>[Signature]</u>				
Judge of Probate				
<b>TOTAL</b>				<b>\$ 1,116.46</b>

Filed: Baldwin County  
Bay Minette, Alabama

WITNESS my hand at Pensacola, Florida on this

the 1st day of February, 1957

DISTRICT DIRECTOR OF INTERNAL REVENUE Laurie W Tomlinson  
BY (Signature) [Signature] TITLE Group Supervisor  
Harry T. Ficht

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien. G.C.M. 28419, C.B. 1950-1, 125.)

166

Exhibit C