

STATE BANK OF PAXICO,
Complainant,

-vs-

HENRY RIDDER & CLARA J.
RIDDER,
Defendants,

IN THE CIRCUIT COURT,

BALDWIN COUNTY, ALABAMA,

In Equity.

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF THE CIRCUIT COURT,
BALDWIN COUNTY, ALABAMA, - - - - - In Equity.

Your petitioner, State Bank of Paxico, a corporation respectfully
represents and shows unto Your Honor as follows:-

FIRST:

~~That is is a corporation doing business in Kansas.~~

That Henry Ridder and Clara J. Ridder are over the age of twenty-
one years and are non-residents of Baldwin County, Alabama; that the place of
residence and post office address of the said Henry Ridder and Clara J. Ridder
are unknown and that the place of residence and Post Office address of the said
Henry Ridder and Clara J. Ridder cannot be ascertained after reasonable effort.

SECOND:

That on to-wit:- January 3rd., 1920, Henry Ridder and Clara J. Ridder,
executed to your petitioner a mortgage, which contained no power of sale, for and in
consideration of the sum of Two Thousand & 00/100 (\$2,000.00) Dollars as evidenced
by annote of even date therewith, due and payable twelve months from date, bearing
interest at 7% from date, a copy of said mortgage and note is hereto attached and
marked Exhibit "A" and made a part of this bill of complaint as though fully set out
herein, said mortgage conveyed to your petitioner the following described property, to-wit

Southwest quarter of Section Thirteen, Township Seven
South, Range Five East, of St. Stephens Meridian, other-
wise known as lots Eleven, Twelve, Thirteen and Four-
teen, in said Section Thirteen, containing 160 acres

in the payment of the indebtedness secured by the said mortgage and that the indebtedness has not been paid and your petitioner is desirous of foreclosing same after thirty days notice by four consecutive publications in the Baldwin Times, a newspaper published in Baldwin County, Alabama, by selling the said property at the Court House door of Bay Minette, Baldwin County, Alabama for the purpose of paying the indebtedness as provided in and by the said mortgage and note secured thereby.

But there is now due on the said mortgage, as evidenced by the note, a copy of said mortgage and note is hereto attached and marked Exhibit "A" and made a part of this bill of complaint, shows the sum of \$2750.17 being the total amount due upon the said mortgage as evidenced by the note of the defendants, Henry Ridder and Clara J. Ridder to complainant and that the said sum of \$2750.17 was and is due on the 5th., day of March, 1925, with interest that might accrue at the rate of 7% after this date.

Complainant alleges that in and by said mortgage the defendants agreed to pay all the taxes and assessments of every nature which may be assessed and levied against the property herein described and complainant alleges that it has paid the sum of \$46.29 taxes for the year 1924, which should and is charged as principal part of indebtedness secured by said mortgage.

PRAYER FOR PROCESS

THE PREMISES CONSIDERED your petitioner prays that the said defendants, Henry Ridder and Clara J. Ridder, be made parties respondent to this bill of complaint by the usual process of this Honorable court and that they be required to demur, plead to or answer the same within the time required by law and under the penalties as provided by law, or that the same be forever confessed.

PRAYER FOR RELIEF

Petitioner prays that Your Honor will order the Register of this Honorable court to hold a reference and determine the amount due under the said mortgage, *should the court be unable to determine same,* and that a sale be ordered and decreed after giving thirty days notice by publication in four consecutive issues of the Baldwin Times, a newspaper

court house door in the said Town of Bay Minette, Baldwin County, Alabama, for the purpose of satisfying and paying off the indebtedness secured by the said mortgage and note herein mentioned.

Petitioner further prays that if it is mistaken in the relief prayed for then Your Honor will grant unto it such other, further, different and genral relief as it may in justice and equity be entitled, it will ever pray, etc.,

HAMILTON & MOORER,
Attorneys for Petitioner.

FOOTNOTE:-

The respondents, Henry Ridder and Clara J. Ridder are required to answer each and every allegation in full, of the foregoing bill of complaint, numbered one to two inclusive, but not under oath; answer under oath is hereby expressly waived.

HAMILTON & MOORER,
Attorneys for Petitioner.

EXHIBIT "A".

THIS INDENTURE, made this 3rd., day of January, A. D., 1920, between Henry Ridder and Clara J. Ridder, his wife, of Wabaunsee County, in the State of Kansas of the first part and The State Bank of Paxico, Paxico, Kansas, a corporation, of Wabaunsee, County, in the State of Kansas, of the second part,

WITNESSETH, that the said parties of the first part, in consideration of the sum of Two Thousand and no/100 Dollars, the receipt of which is hereby acknowledged do by these presents GRANT, BARGAIN, SELL and CONVEY unto said parties of the second part, their heirs and assigns, all the following described real estate, situated in Baldwin County of State of Alabama, to-wit:-

The Southwest quarter of Section Thirteen, Township Seven South, Range Five East, of St. Stephens Meridian, otherwise known as lots Number Eleven, Twelve, Thirteen, and Fourteen, in said Section Thirteen, containing 160 acres, more or less.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED ALWAYS, and these presents are upon the express condition that whereas said Henry Ridder and Clara J. Ridder, his wife, have this day executed and delivered one certain promissory note in writing to said parties of the second part, of which the following is a copy.

\$2,000.00

Paxico, Kansas, January 3rd., 1920

Twelve Months after date, for value received we promise to pay to the order of STATE BANK OF PAXICO, Two Thousand Dollars, at the State Bank of Paxico, Paxico, Kansas, with interest at the rate of 7% per annum from date until paid.

The drawers and endorsers consent that the time of payment may be extended without notice thereof, and severally waive presentation for payment, protest, and notice of protest, demand and non-payment of this note.

POST OFFICE Paxico, Kansas.
Due, January 3rd., 1921,

Henry Ridder,
Clara J. Ridder,

NOW, if the said parties of the first part shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum of money in the above described note, mentioned together with the interest thereon, accordingly, to the terms and tenor of the same, then these presents, shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon is not paid when the same is due,

shall by these presents become due and payable, at the option of the holder hereof, and said parties of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the said and year first above written,

HENRY RIDDER,

Clara J. Ridder.

General acknowledgement.
Before: N. P. Seal affixed.
Filed: April 19th., 1920
Recorded: Mtg., Book 24, page 377-378

EXHIBIT "A"

STATE OF ALABAMA,
BALDWIN COUNTY.

IN THE CIRCUIT COURT,
IN EQUITY.

STATE BANK OF PAXICO,
Complainant,

-VS-

HENRY RIDDER & CLARA J.
RIDDER,
Defendants,

This cause coming on to be heard was submitted upon Bill of Complaint decree pro confesso on services by publication and testimony as noted by the Register and upon consideration thereof the Court is of the opinion that the complainant is entitled to the relief prayed for in his said bill.

It is therefore ordered, adjudged and decreed by the court that the indebtedness of Two Thousand Seven Hundred Fifty & 17/100 (\$2750.17) Dollars evidenced by a mortgage and note, a copy of which is attached to the original bill of complaint is still due and unpaid, and it is further ordered and decreed by the court that the mortgage be foreclosed and the property described therein be sold and subjected to the payment of the indebtedness in the principal sum of \$2,750.17, together with the costs of this proceeding, and the Register is hereby ordered after giving thirty days notice in a newspaper published in Baldwin County, Alabama, to sell the said property at public outcry in front of the Court House Door of Baldwin County, Alabama, during the legal hours of sale to the highest bidder for cash and to make, execute and deliver to the purchaser a deed conveying the right, title and interest of the said complainants in and to the property described in the said original bill of complaint.

It is further ordered that the defendants, Henry Ridder and Clara J. Ridder pay the cost herein to be taxed for which execution

may issue and if execution be returned "No property found", then that execution may issue against the complainant, the State Bank of Paxico, Paxico, Kansas.

Dated this _____ day of _____, 1925.

Judge of the Dist., Judicial Circuit
of Alabama.

I, T. W. Richardson, Register of the said Court do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge in the above stated cause; that said decree is on file and in roll in my office.

Witness my hand and seal this _____ day of _____, 1925.

REGISTER.

Largest Weekly Circulation in South Alabama

Bay Minette, Ala.,

8/12/25

M J W Richardson Register

THE BALDWIN TIMES

FINE JOB PRINTING. BEST ADVERTISING MEDIUM

PROMPT SERVICE. LOWEST PRICES.

LOCAL AND LONG DISTANCE TELEPHONE

All Bills Must Be Paid Within 30 Days

To Non-Resident Notice Bank of

Papier vs Whidder - 196 mg

\$8.02

THE BALDWIN TIMES

ABNER J. SMITH, PROPRIETOR

NOTICE TO NON-RESIDENT

The State of Alabama, Baldwin County, Circuit Court, in Equity. vs the 10 day of March, 1925. State Bank of Paxico, Paxico, Kansas, Plaintiff, vs Henry Ridder and Clara J. Ridder, Defendants. In this cause it being made to appear to the Clerk of this Court by the affidavit of Henry D. Moorner, Attorney, that the place of residence and Post Office address of Defendants, Henry Ridder and Clara J. Ridder, are unknown and cannot be ascertained, after reasonable effort, the non residents of the State of Alabama, and further, that, in the belief of said Affiant the Defendants are over the age of 21 years; is, therefore, ordered that publication be made in the Baldwin Times, newspaper published in Bay Minette, Baldwin County, Alabama, once a week for four consecutive weeks, requiring Henry Ridder and Clara J. Ridder the said Defendants to answer or demur to the Bill of Complaint in this cause by the 10th day of April 1925, or after thirty days therefrom a decree Pro Confesso may be taken against them.

T. W. Richerson, Register.
Hamilton and Moorner, Attys for Complainant. 6-4t.

TO THE INTEREST OF BALDWIN COUNTY AND HER PEOPLE

SUBSCRIPTION: \$1.00 PER YEAR IN ADVANCE

ADVERTISING RATES ON APPLICATION

TELEPHONE No. 7. LOCAL AND LONG DISTANCE

BAY MINETTE, ALA.,

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY,

R. D. Vail being duly sworn, deposes and says that he is the owner FOREMAN of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Notice to Non-ResidentState Bank of Paxico vsHenry and Clara J. Ridder.

Was published in said Newspaper for 4 consecutive weeks in the following issues:

Date of first publication	<u>Mar 12</u>	Vol. <u>36</u>	No. <u>6</u>
" " second "	<u>" 19</u>	Vol. <u>36</u>	No. <u>7</u>
" " third "	<u>" 26</u>	Vol. <u>36</u>	No. <u>8</u>
" " fourth "	<u>Apr 2</u>	Vol. <u>36</u>	No. <u>9</u>

Subscribed and sworn to before the undersigned

this 7 day of April 1925.

T. W. Richerson
Clerk Circuit Court

R. D. Vail
Owner

THE STATE OF ALABAMA,
BALDWIN COUNTY.

} CIRCUIT COURT, IN EQUITY.

No. Term, 19

STATE BANK OF PAXICO,

Complainant.....

vs. HENRY RIDDER & CLARA J. RIDDER,

Defendant.....

In this cause it appears to the Register T. W. Richerson that the order of publication heretofore made in this cause, was published for four consecutive weeks, commencing on the 12th day of March, 1925, in the Baldwin Times a newspaper published in Bay Minette, Alabama, that a copy of said order was posted at the Court House door in Baldwin County, on the 12th day of March 1925, and

And it now further appearing to the Register T. W. Richerson, that the said Henry Ridder and Clara J. Ridder, defendants,

having to the date hereof failed to demur, plead to or answer the Bill of Complaint in this cause, it is now, therefore, on motion of Complainant, ordered and decreed by the Register T. W. Richerson that the Bill of Complaint in this cause be, and it hereby is in all things taken as confessed against the said

Henry Ridder and Clara J. Ridder

This 11 day of May, 1925

T. W. Richerson

Register.

3

No. 492 Page _____

THE STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY

vs.

DECREE PRO CONFESSO ON
PUBLICATION.

Issued May 11 1925 19

M. W. [Signature]
Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

NOTE OF TESTIMONY

The State of Alabama,

State Bank of Paxico

Complainant

VS.

Henry Diddler and Clara

J. Ridder.

Respondent

No. 492.

In Circuit Court,

In Equity

IN THIS CAUSE comes the Complainant,

by its solicitor and submits the same for

decree upon the Original Bill and exhibits thereto

, and upon the following testimony, to-wit:

Decree pro confesso.

I hereby certify that the above note of Testimony is correct.

This 25 day of May, 1925

T. W. Williams
Register.

4/
No. 492.

The State of Alabama

Baldwin County

Circuit Court in Equity

State Bank of Mexico

Complainant

vs.

Henry Riddor et al.

Respondent

NOTE OF TESTIMONY

Filed 23 day of May, 1925.

J. W. Riddor Register

Record Page

STATE BANK OF PAXICO,
Complainant,

vs

HENRY RIDDER & CLARA J.
RIDDER,
Defendants.

IN THE CIRCUIT COURT,
BALDWIN COUNTY, ALABAMA,

IN EQUITY.

This day comes T. W. Richerson, Register of the Circuit Court of Baldwin County, Alabama, and files his report in writing setting forth among other things that on Monday, the 29th., day of June, 1925, being the day of the month within the hours provided by law and in strict accordance with all and singular the terms and requirments of the former order and decree of this court granted and rendered in the premises on the 25th., day of May, 1925, he proceeded and sold at public out cry in front of the Court House in this County the land set forth and particularly described in said order and decree and that said land was purchased at said sale by the said State Bank of Paxico of Paxico, Kansas, for the sum of \$3818.00, and it appearing to the satisfaction of the court from the said report and the evidence therewith now submitted and the said amount do bid for said land by the State Bank of Paxico was the highest and best bid for the same; that said sum so bid was not greatly less or dis-proportionate to its value; that said sale was legally and failry made and it is hereby ordered, adjudged and decreed by the court that the said sale be and the same is hereby approved and in all things ratified and confirmed by the order and authority of this court.

It is further ordered by the decree that the said T. W. Richerson as Register of the Circuit Court of Baldwin County, Alabama, as aforesaid be authorized and he is hereby ordered to convey by proper deed to the said State Bank of Paxico all the right, title and interest which the said Henry Ridder and Clara J. Ridder had in said lands. It is further ordered that said report and all other papers on file relating to this proceeding be recorded.

Dated this 5th., day of August, 1925.

John D. Leigh
Judge of the 21st., Judicial
Circuit, Baldwin Co., Alabama.

Filed Aug 11/1921
J W Keelson
Register

Recorded on Minutes
Page 211

8550 REQUEST FOR DECREE IN VACATION.

MOORE PTG. CO.

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

No. _____ Term, 192_____

State BANK OF PAXICO, _____, Complainant...

vs.

HENRY RIDDER and CLARA J. RIDDER _____, Defendant...

To T. W. Richerson _____, Register:

In the above stated cause a Decree Pro Confesso having been taken against the Defendant, and evidence having been taken, and the cause being ready for submission for final decree, and no defense having been interposed, the Complainant, by HAMILTON & MOORE

_____ Solicitors of record, now files with the Register of this Court this written request to deliver the papers in this cause to the Judge for final decree in vacation.

..... HAMILTON & MOORE
Solicitor for Complainant.

Pear

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT, IN EQUITY

VS.

REQUEST FOR DECREE IN
VACATION

FILED

1925

Register

RECORDED IN RECORD

VOL. PAGE

Register

STATE OF ALABAMA,
BALDWIN COUNTY.

IN THE CIRCUIT COURT,
In Equity.

STATE BANK OF PAXICO,
Paxico, Kansas,

-vs-

HENRY RIDDER & CLARA J.
RIDDER,

Before me, Gladys Bush, a Notary Public in and for said
County in said State, personally appeared Henry D. Moorer, known to me,
to be the attorney for plaintiff who being duly sworn says on oath,

That the residence and Post Office address of Henry Ridder and
Clara J. Ridder is un-known and cannot be ascertained after reasonable
effort, and that in the belief of said affiant, the defendants are over
the age of twenty one years.



Subscribed and sworn to before
me this 7th day of March, 1925.

Gladys Bush,
Notary Public.

Henry D. Moorer

5

Alvin Brown
77 Pattee
Q.S.
Henry Ridder
A.C.

Filed Mar 10th 1925
T. Whinn
Register

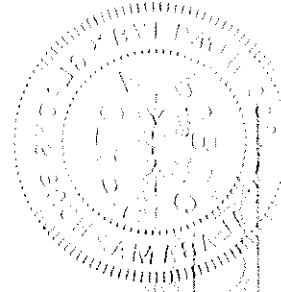
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RECORDED



1/10/25

STATE OF ALABAMA,
BALDWIN COUNTY.

IN THE CIRCUIT COURT,
IN EQUITY.

STATE BANK OF FAXICO,
Complainant,

-vs-

HENRY RIDDER & CLARA J.
RIDDER,
Defendants,

This cause coming on to be heard was submitted upon Bill of Complaint decree pro confesso on services by publication and testimony as noted by the Register and upon consideration thereof the Court is of the opinion that the complainant is entitled to the relief prayed for in his said bill.

It is therefore ordered, adjudged and decreed by the court that the indebtedness of Two Thousand Seven Hundred Fifty & 17/100 (\$2750.17) Dollars evidenced by a mortgage and note, a copy of which is attached to the original bill of complaint is still due and unpaid, and it is further ordered and decreed by the court that the mortgage be foreclosed and the property described therein be sold and subjected to the payment of the indebtedness in the principal sum of \$2,750.17, together with the costs of this proceeding and the Register is hereby ordered after giving thirty days notice in a newspaper published in Baldwin County, Alabama, to sell the said property at public outcry, in front of the Court House Door of Baldwin County, Alabama, during the legal hours of sale to the highest bidder for cash and to make, execute and deliver to the purchaser a deed conveying the right, title and interest of the said complainants in and to the property described in the said original bill of complaint, and make return to this Court within thirty days from the sale.

It is further ordered that the defendants, Henry Ridder and Clara J. Ridder pay the cost herein to be taxed for which execution may

issue and if execution be returned "No property found", then that execution may issue against the complainant, the State Bank of Paxico, Paxico, Kansas.

It is therefore ordered by the Court should the property ordered sold for the satisfaction of the indebtedness herein bring more than the principal sum of \$2,750.17 together with the cost of this proceeding, then the Register is hereby ordered to deliver the said surplus to the complainants herein, the State Bank of Paxico, for the use and benefit of Henry Ridder and Clara J. Ridder, the defendants named herein.

Dated this 25th., day of May, 1925.

John D. Leigh
Judge of the 21st., Judicial Circuit
of Alabama.

I, T. W. Richerson, Register of the said Court do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge in the above stated cause; that said decree is on file and in roll in my office.

Witness my hand and seal this ____ day of _____, 1925.

REGISTER.

[illegible]

2

Filed May 25/92
T. W. Michener
Register

Recorded on Minutes
Page 211

SECRET

[illegible]

REPORT OF REGISTER.

STATE BANK OF PAXICO,
Complainant,

-vs-

HENRY RIDDER & CLARA J.
RIDDER,
Defendants,

IN THE CIRCUIT COURT,

BALDWIN COUNTY, ALABAMA,

IN EQUITY.

In this cause the Register reports to the Court that pursuant to a decree rendered on the 25th., day of May, 1925, he sold on Monday, the 29th., day of June, 1925, in front of the Court House Door of Baldwin County, Alabama, between the hours of twelve noon and two o'clock P. M. of the same day having given thirty days previous notice for four successive weeks of the time, and place of the said sale by publication in the Baldwin Times, a newspaper printed and published in Bay Minette, Baldwin County, Alabama, and by posting notice at the Court House Door of said County, the following described property, to-wit:-

The Southwest quarter of Section Thirteen, Township Seven South, Range Five East of St. Stephens Meridian, otherwise known as lots No. Eleven, Twelve, Thirteen and Fourteen, in said Section Thirteen, containing 160 acres, more or less.

That at the said sale the State Bank of Paxico bid the sum of Three Thousand Eight Hundred Eighteen Dollars (\$3,818.00) being the highest, last and best bidder for the said property and that pursuant to the order of this Honorable Court the Register herewith reports the said sale in accordance with the decree of this Honorable Court.

Dated the 25th., day of July, 1925.


REGISTER.

6th

Filled July 20/920-
F. W. McElwain
Inspector

RECORDED

July 20/920-
F. W. McElwain

Largest Weekly Circulation in South Alabama

Bay Minette, Ala.,

M. Hamilton - Mosser attys

THE BALDWIN TIMES

FINE JOB PRINTING. BEST ADVERTISING MEDIUM

PROMPT SERVICE. LOWEST PRICES.

LOCAL AND LONG DISTANCE TELEPHONE

All Bills Must Be Paid Within 30 Days

June 2nd Is my notice Registrar's Office #832

REGISTER'S SALE

In pursuance and in accordance with the terms and directions of an order of sale issued and addressed to the undersigned by the Honorable John D. Leigh, Judge of the Circuit Court of Baldwin County, Alabama, bearing date of the 25th, day of May, 1925, I will sell to the highest bidder, for cash, at public out cry, in front of the Court House door of Baldwin County, Alabama, on Monday the 29th, day of June, 1925, during the legal hours of sale, all that certain real property, which is described as follows:-

Southwest quarter of Section Thirteen, Township Seven South, Range Five East, of St. Stephens Meridian, otherwise known as lots eleven, twelve, thirteen and fourteen in said section thirteen, containing 160 acres, more or less, in Baldwin County, Alabama.

The above described land is sold under and by virtue of a decree of said court and the proceeds will be applied as per the terms and conditions of the same.

Dated this 25th, day of May, 1925.

T. W. Richardson, Register,
Circuit Court, Baldwin County, Ala.
Hamilton & Moorer, Attorneys
17 4t.

THE BALDWIN TIMES.

Bay Minette, Alabama,

AFFIDAVIT OF PUBLICATION

ALABAMA
COUNTY.

R. B. Vail being duly sworn, deposes and says that he is the ~~owner~~ owner of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama, that the notice hereto attached of

Register's sale

Was published in said Newspaper for consecutive weeks in the following issues:

Date of 1st Publication	<u>May 28</u>	Vol.	<u>17</u>	No.	<u>36</u>
" " 2nd " "	<u>June 4</u>	Vol.	<u>18</u>	No.	<u>11</u>
" " " "	<u>" "</u>	Vol.	<u>19</u>	No.	<u>11</u>
" " 4th " "	<u>" 18</u>	Vol.	<u>20</u>	No.	<u>11</u>

Subscribed and sworn to before the undersigned this 16th day of June 1925.

T. W. Richardson
Clk Circuit Court.

R. B. Vail
Owner

The State of Alabama }
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Lizzie Stein,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

William Stein,

against said Lizzie Stein,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 17th day of March

1925.


Register.

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

Copy

Serve on _____

Circuit Court of Baldwin County
In Equity

No. _____

SUMMONS

~~William Stein~~

vs.

~~Lizzie Stein.~~

~~Rickarby, Beebe & Hall.~~

Solicitor for Complainant.

Recorded in Vol. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this _____
day of _____ 192_____

Sheriff.

Executed this _____ day of _____
192_____

by leaving a copy of the within summons with

Defendant.

Sheriff.

By _____
Deputy Sheriff.

The State of Alabama }
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Lizzie Stein,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

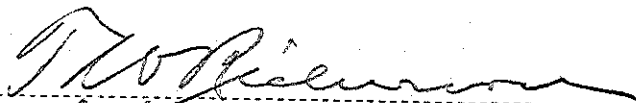
William Stein,

against said Lizzie Stein,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 17th day of March

1925.


Register.

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

Original

Serve on _____

Circuit Court of Baldwin County
In Equity

No. *20*

SUMMONS

William Stein

vs.

Lizzie Stein.

Reprinted case
Ala.

Kickarby, Beebe & Hall.

Solicitor for Complainant.

Recorded in Vol. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this _____

day of _____ 192

Sheriff.

Executed this _____ day of _____

Not found in County 192
by leaving a copy of the within summons with

Defendant.

J. R. Stuart

Sheriff.

By

Brown E. Edwards

Deputy Sheriff.

The State of Alabama, }
Baldwin County.

No. 492.

CIRCUIT COURT, IN EQUITY

William Stein,

Complainant.

vs.

Lizzie Stein,

Defendant.

This cause, coming on to be heard at this Term, was submitted upon the Bill of Complaint, decree pro confesso and the testimony as noted by the Register; and, upon consideration thereof, the Court is of opinion that the Complainant is entitled to the relief prayed for in said bill.

IT IS, THEREFORE, Ordered, adjudged and decreed by the Court, that the bonds of matrimony heretofore existing between the Complainant and Defendant be, and the same are hereby dissolved, and the Complainant is forever divorced from the Defendant.

on account of voluntary abandonment.

William Stein,

It is further ordered, that the said

be, and he is hereby permitted to again contract marriage, upon the payment of the costs of Court in this cause.

It is further ordered, that the said William Stein

pay the costs herein taxed, for which execution may issue, and if such execution is returned "no property found," then

execution for such costs may issue against the said Lizzie Stein,

It is further ordered, adjudged and decreed that said William Stein

shall not again marry except to said Lizzie Stein,

until sixty days after this date, and that if an appeal is taken within sixty days he shall not marry again except to

said Lizzie Stein during the pendency of said appeal

This

8th

day of

August

1927

1927

John D. Leigh
Judge of the Circuit Court of Baldwin County.

THE STATE OF ALABAMA, }
BALDWIN COUNTY.

CIRCUIT COURT, IN EQUITY.

I,

Register of said Circuit Court of said County,

Alabama, do hereby certify that the above is a full, true and correct copy of the decree rendered by said Court on

the day of 1927, in the cause of

Complainant.

vs.

Defendant.

as appears of record in said Court.

Witness my hand and the seal of said Court, this the day of 1927

Register.

No. 492.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT, IN EQUITY.
BALDWIN COUNTY, ALA.

William Stein,

vs.

Lizzie Stein,

DECREE OF DIVORCE.

Filed in office this

8th

day of

August

1927

Register.

E. O. M.

RECORDED

8550 REQUEST FOR DECREE IN VACATION.

MOORE & CO.

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

No. _____ Term, 192_____

WILLIAM STEIN _____, Complainant...

vs.

LIZZIE STEIN _____, Defendant...

To T. W. RICHESON _____, Register:

answer

filed by

In the above stated cause a ~~Decree Pro Confesso~~ having been taken ~~upon~~ ~~ex parte~~ the Defendant, and evidence having been taken, and the cause being ready for submission for final decree, and no defense having been interposed, the Complainant, by RICKARBY, BEEBE & HALL

_____ Solicitors of record, now files with the Register of this Court this written request to deliver the papers in this cause to the Judge for final decree in vacation.

Rickarby Beebe & Hall
Solicitor for Complainant.

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT, IN EQUITY

William Stein

VS.

Lizzie Stein.

REQUEST FOR DECREE IN
VACATION

FILED

1927

J. W. Richmond
Register

RECORDED

RECORDED

RECORDED IN RECORD

VOL. PAGE

Register

The State of Alabama, } Circuit Court of Baldwin County, Alabama
 Baldwin County. (In Equity.)

William Stein

Complainant.

VS.

Lizzie Stein,

Respondent.

I T.W. Richerson,

as Register and Commissioner

have called and caused to come before me Grant Dyess,

witness named in the Requirement for Oral Examination, on the 5 day of April

1926, at the office of Register

in Bay Minette, Alabama, and having first sworn said witness to speak the

truth, the whole truth, and nothing but the truth, the said Grant Dyess,

doth depose and say as follows:

My name is Grant Dyess. I am 23 years old and live near Loxley, Baldwin Co, Alabama, & I know William Stein and his wife Lizzie, they were married in Baldwin County, in January, 1923, and lived together about 3 weeks she left in February 1923 and has ^{not} lived together since then. At the time of the separation they were living near Loxley Baldwin Co, Ala. William Stein has lived in this County for more than 3 years next preceding Mar. 16th. 1925,

Cross examination by H.D. Moorar, Esq., for the Defendant

I have known William Stein for about six years, I never knew Mrs Stein until she married William Stein, I couldn't tell why she left him, No she didn't beat her up any and they got along very well until her boy came to live with them and he was not able to build a house for the boy. I have never heard either of them say why she left him. He properly provided for his family.

T.W. Richerson
T.W. Richerson

Grant X Dyess
Grant X Dyess

ORAL EXAMINATION.

I, T.W. Richerson,, as Register and Commissioner hereby certify that the foregoing deposition...on Oral Examination was taken down in writing by me in the words of the witness...and read over to...him...and...he...signed the same in the presense of myself...and Hon. W.C. Beebe, Atty for Complainant,...at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness...or had proof made before me of the identity of said witness...; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 5th day of April 1926.

T.W. Richerson (L. S.)

NO. 422 PAGE

THE STATE OF ALABAMA
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY.

William Stein

vs. Complainant

Mizzie Stein

Respondent.

Oral Deposition

Filed April 5th, 1926.

T.W. Richerson Register.

Recorded in

Record

Vol. Page

Register

The State of Alabama, } Circuit Court of Baldwin County, Alabama
Baldwin County. (In Equity.)

William Stein Complainant.

VS.

Lizzie Stein Respondent.

I, T. W. Richerson,

as Register and Commissioner

have called and caused to come before me William Stein

witness named in the Requirement for Oral Examination, on the 31 day of March 1926, at the office of Rickarby, Beebe & Hall, Attorneys, in Bay Minette, Alabama, and having first sworn said witness to speak the truth, the whole truth, and nothing but the truth, the said William Stein doth depose and say as follows:

My name is William Stein. I am the complainant in the case of William Stein vs. Lizzie Stein pending in the Circuit Court of Baldwin County, Alabama, for divorce on the ground of abandonment, case No. 492. I am over the age of twenty one years and reside at Loxley, Alabama, in Baldwin County, and have lived continuously in this county for more than three years next preceding March 16, 1925. Lizzie Stein is resident of Baldwin County, Alabama, and lives near Loxley, Baldwin County, Alabama. She is over the age of twenty one years. In January, 1923, Lizzie Stein and I were married at Robertsedale in Baldwin County, Alabama, and we lived together as husband and wife at Loxley from that time until about the middle of February, 1923. We only lived together about three weeks. In February, 1923, she voluntarily abandoned me at Loxley without cause and she has continuously and persistently refused to come back to me since that time. She left me without cause and has remained away from more than two years prior to March 16, 1925. I was kind to her and never gave her any cause for leaving. At all times, I held my home open to her and she persistently refused to come back. Shortly after she abandoned me, I requested her to return. She said she would return provided her grown sons could live with her.

Wm. Stein

ORAL EXAMINATION.

I, T. W. Reesman, as Register and Commissioner hereby certify that the foregoing deposition... on Oral Examination was taken down in writing by me in the words of the witness... and read over to him and her... signed the same in the presense of myself And W. C. Beebe, One of the Attys for Complainant at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness... or had proof made before me of the identity of said witness...; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 31st day of March 1926

T. W. Reesman (L. S.)

NO.

PAGE

THE STATE OF ALABAMA
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY.

William Steir

VS.

Complainant

Lygia Steir

Respondent.

Oral Deposition

Filed

March 31st, 1926

T. W. Reesman, Register.

Recorded in

Record

Vol.

Page

, Register

The State of Alabama } BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Lizzie Stein,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

William Stein,

against said

Lizzie Stein,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 18th, day of August,

1925.

T. W. Richerson
Register.

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

ALIAS.

Serve on

Circuit Court of Baldwin County
In Equity

No.

SUMMONS

William Stein,

vs.

Lizzie Stein,

RECORDED

Rickarby, Beebe & Hall.

Solicitor for Complainant.

Recorded in Vol. Page

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this

day of 192

Sheriff.

Executed this 19 August day of

August 1925

by leaving a copy of the within summons with

Lizzie Stein

Defendant.

W. P. Albrecht
Sheriff.

By J. C. Robinson
Deputy Sheriff.

WILLIAM STEIN,

-vs-

LIZZIE STEIN

IN THE CIRCUIT COURT,

BALDWIN COUNTY, ALABAMA,

IN EQUITY.

Comes Lizzie Stein by her attorneys, HAMILTON & MOORER, and demurs to the original complaint filed in this cause, and assigns the following grounds, to-wit:- That the said bill fails to show that the alleged separation took place in Baldwin County, Alabama.

HAMILTON & MOORER,

Attorneys for respondent.

*Complaint amended and
demurred with drawn
by agreement this March 26, 1976*

*Richard R. Halls
for Complainant*

*Wm. E. Brown
Sol. for Respondent.*

2/12

Field Sept 17th/92
J. W. Higginson
R. J. G. J. G.

RECORDED

VS

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

Henry D. Monner
Solicitor for Respondent

8581 NOTE OF TESTIMONY

William Steele

vs.

Lizzie Stein,

THE STATE OF ALABAMA,
BALDWIN COUNTY

IN EQUITY,
CIRCUIT COURT OF BALDWIN COUNTY.

This cause is submitted in behalf of Complainant upon the original Bill of Complaint,
Agreement of Defendant that cause be submitted upon the proof,
~~and~~ testimony of William Stein and Grant Dyess,

and in behalf of Defendant upon

T. W. Rice
Register.

No. 492.

THE STATE OF ALABAMA
BALDWIN COUNTY

IN EQUITY,
CIRCUIT COURT OF BALDWIN COUNTY.

William Stein

vs

Lizzie Stein

RECORDED

NOTE OF TESTIMONY

Filed in Open Court this 13-20

day of June 1927

J. M. Williams

Register

WILLIAM STEIN,
Complainant,

-vs-

LIZZIE STEIN,
Defendant,

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

Comes Lizzie Stein by her attorney, Henry D. Moorner,
and for answer to complaint filed in the above styled cause
says:-

FIRST:

She denies each and every allegation contained
therein and demands strict proof of same.

Henry D. Moorner
Attorney for Lizzie Stein.

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF CIRCUIT
COURT OF BALDWIN COUNTY, ALABAMA. IN CHANCERY SITTING.

Comes your Complainant, William Stein, and humbly
complaining against the Respondent, Lizzie Stein, respectfully
shows unto your Honor as follows:

FIRST: That he is a resident of Baldwin County,
Alabama, and has been for more than three years next preceding
the filing of this bill and that he is over the age of twenty-
one years; that the Respondent, Lizzie Stein, is a resident of
Baldwin County, Alabama, and over the age of twenty-one years.

SECOND: That the Complainant, William Stein, and
the Respondent, Lizzie Stein, were married in Baldwin County,
Alabama, in January 1923 and lived together until to-wit February,
1923.

THIRD: That on to-wit February, 1923, more than
two years ago, the said Lizzie Stein voluntarily abandoned your
Complainant's bed and board and that since that time she has
remained away voluntarily and continuously, *that she abandoned*
Complainant in Baldwin County, Ala.

Wherefore the premises considered Complainant prays
that your Honor will take jurisdiction of the cause made by this
bill of complaint and by appropriate process make the said Lizzie
Stein respondent to this bill of complaint and require her to plead,
answer or demur to this bill of complaint within the time and under
the penalties prescribed by law and the practise of this Honorable
court.

Complainant, William Stein, further prays that upon
the consideration of this complaint your Honor will grant your
Complainant a decree of absolute divorce from the said Lizzie Stein
and that your Complainant may have such other, further and different
relief as in equity and good conscience he may be entitled to
receive and as in equity bound the Complainant will ever pray.

Richard Beebe & Hall
Solicitors for Complainant.

Respondent is required to answer each paragraph
of the foregoing bill of Complaint numbered first to third,
inclusive, but not under oath. Oath is hereby expressly waived.

Richard Beebe & Son
Solicitors for Complainant.

Specimens from various of the...

...of the ...

...series ...

[Handwritten signature]

...for ...

William Allen
25
Legg's Allen

Filed March 16, 1915

T. W. Allen
Register

RECORDED

Robertsdale

RECORDED

JOSEPH EICHBERGER,
Complainant,

vs

MATHEW FEURST and MATHEW C.
FEURST,
Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

Come the Respondents and file this their Demurrer to the Bill of Complaint hereto fore filed against them in this Court by the said Complainant, and for grounds of Demurrer assign the following upon each one of which separately the Respondents insist viz:

(1) Because said Bill of Complaint is multifarious in that it seeks (a) to have set aside certain conveyances (b) to establish and define an uncertain or disputed boundary line (c) for an injunction (d), to settle the title to personal property and the Bill shows that these are inconsistent reliefs not growing out of the same subject matter nor founded on the same contract or transaction or related to the same property between the same parties.

(2) The indebtedness claimed by Complainant against the Respondents, Mathew Feurst, is shown by the Bill to be based on an arbitration which the Bill shows on its face is void and not binding on the said Mathew Feurst in that the written agreement for arbitration made a part of the Bill shows that the parties did not concisely state in writing the matter in dispute between them, and which they desired to leave to the determination of the arbitrators.

(3) Because the agreement for arbitration made a part of the Bill shows that the award was to be made in writing subscribed by the said arbitrators and delivered to the parties on or before the first day of April, 1924, and the Bill shows on its face as does the alleged award itself, that the award was not made within the period of time fixed by the submission, but was made on September 18, 1924, more than five months after the date fixed by the submission. Therefore the alleged award is not binding on the said Mathew Feurst.

(4) Because that there is no Equity in the Bill.

(5) Because the Complainant shows in his Bill of Complaint that he has not complied with the award himself but repudiates same in that he claims the sprayer and asks the Court to decree the ownership thereof to the Complainant when the award only gives him half interest therein.

(6) The Complainant has an adequate remedy at Law.

(7) The alleged award shows that the arbitrators did not themselves ascertain the boundary between real estate holdings of the respective parties but left this question to another whose decision the arbitrators accepted and substituted for their own contrary to the submission.

(8) The Bill asks to set aside conveyances made by one of the Respondents, namely, Mathew Feurst, to the other Respondent, namely, Mathew C. Feurst, on the theory that Mathew Feurst is indebted to the Complainant and there is nothing in the Bill of Complaint to show any legal and binding indebtedness from Mathew Feurst to the Complainant existed at the time the Bill was filed.

(9) Because that no facts are alleged showing any intention on the part of Mathew Feurst to hinder, delay or defraud the Complainant by any act alleged in the Bill. Willingham & wife vs Harrell 36/383.

Not waiving the Demurrer hereinabove contained but insisting therein the Respondents filed the following plea to the Bill of Complaint in this cause:-

For plea to this Bill of Complaint these Respondents say that there was no legal submission to arbitration of the matters in controversy of the said Complainant, and the Respondent, Mathew Feurst, in that the parties did not enter into a written agreement concisely stating the matter in dispute between them but on the contrary, on the agreement that was entered into for the alleged arbitration contained this statement as to the matter in dispute between them and no other, viz: "The parties hereto are unable to agree upon a statement of an account rendering one to the other and upon the ownership of a row of orange trees and the disposition of certain personal property owned by them in common and are desirous of submitting their controversy to arbitration."

And Respondents allege that this is not a concise statement or the matter in dispute between them but is a statement so general, indefinite and vague, that no issue could be made up thereon, and Respondents further allege that this arbitration based on this written agreement is the foundation of the indebtedness sued on. The said award was not made nor delivered as above specified until Sept. 18, 1924, and that the Respondent, Mathew Feurst, the party to said controversy, repudiated said award and refused to be bound thereby.

Having filed Demurrers and Pleas to the Bill of Complaint clause, now without waiving said Demurrers or Pleas, not expressly insisting on same, these Respondents file the following as their answer to said Bill of Complaint in this cause:-

1: These Respondents answering the first paragraph of the Bill of Complaint admitting all the allegation thereof.

2. These Respondents say that while a so-called agreement to arbitrate was entered into between said Mathew Feurst and the Complainant that this agreement was not in the form as required by Law in that it did not concisely state in writing, signed by the parties thereto, the matter in dispute between them. And further answering said paragraph these Respondents say that the award was to have been made in writing and signed by the arbitrators on or before the first day of Apr. 1924 but was not made until Sept. 18, 1924 and that the said Mathew Feurst repudiated the said and refused to be bound thereby. Respondents deny that Mathew Feurst is indebted to the Complainant in any sum whatsoever, that the said Complainant is indebted to him, this Respondent, in a large sum, to-wit:- five hundred dollars (\$500.00) and that these Respondents have found the utmost difficulty in getting the Complainant to do justice by Mathew Feurst and he has failed and refused to pay his indebtedness to the said Mathew Feurst. Further answer to the second paragraph of the Bill of Complaint says that there has been no correct survey made of the line between the said lands of the said Mathew Feurst and the Complainant but that the line which this Respondent, Mathew Feurst, insisted on is that line which has been agreed on between these parties for years. That the row of orange trees which the Complainant is claiming, was planted out by the Respondent, Mathew Feurst, after the line between the two parties, namely that of the said Mathew Feurst and the Complainant had been distinctly and definitely agreed on between them and the said line is correct and the true dividing line between the two properties.

(3) Answering the 3rd paragraph of the said Bill of Complaint these Respondents admit that the said Mathew Feurst executed to the said Mathew C. Feurst the deed, copies of which are attached as exhibited "C" and "D" to the Bill of Complaint, but Respondents deny that the said Mathew Feurst was indebted to the Complainant in any sum whatever at the time of execution of said deeds and deny that there was any purpose on the part of the said Mathew Feurst or of

Mathew C. Feurst to hinder, delay or defraud Complainant. The Respondents admit these deeds cover all the real estate of the said Mathew Feurst in the County of Baldwin and State of Alabama, and admit that the same is worth twenty-five hundred dollars (\$2500.00) and perhaps largely more, but deny that the Complainant has any right or claim to the said property nor has he any claim against either of these Respondents which would justify this Court in annulling and setting aside these conveyances.

Wherefore having answered said Bill of Complaint fully, the Respondents pray to be dismissed with their reasonable costs in this behalf expended.

Solicitor for the Respondents.

SUPERSEDEAS BOND.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

JOSEPH EICHBERGER, COMPLAINANT
VS.
MATTHEW FEURST and MATTHEW C. FEURST,
RESPONDENTS,

CIRCUIT COURT,
IN EQUITY.

Know all men by these presents, that we, Matthew Feurst and Matthew C. Feurst as principals and H.C. Steiner and Henry W. French as sureties, are held and firmly bound unto Joseph Eichberger in the sum of Seven Hundred Seven & No/100 Dollars, together with double the court costs in the case named below, for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators, firmly by these presents:

Sealed with our seals and dated this 22nd day of September, 1931.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, on the 29th day of July, 1931, in the Circuit Court of Baldwin County, Alabama, on the equity side, a decree was rendered in favor of said Joseph Eichberger and against Matthew Feurst and Matthew C. Feurst, in a cause wherein the said Joseph Eichberger was complainant and the said Matthew Feurst and Matthew C. Feurst, were Respondents together with the costs of Court, from which decree said Respondents have taken an appeal to the supreme court of the State of Alabama.

Now, therefore, if the said Matthew Feurst and Matthew C. Feurst shall prosecute the said appeal to effect, or if they fail therein shall satisfy such judgement as the said Supreme Court shall render in the premises, then this obligation to be void, otherwise to remain ⁱⁿ full force and effect.

Matthew Feurst,

Matthew C. Feurst by

R.P. Roach, his attorney.

H.W. French,

H.C. Steiner.

An examination of the Tax Collectors' books shows that H.W. French is assessed for \$26,000.00 and H.C. Steiner for \$28,000.00. In view of this I would approve this bond.

James A. Crane, Register, Circuit Court,
Mobile County, Ala.

Taken and approved this the 28th day of September, 1931.
Filed September 28, 1931.
T.W. Richerson, Register. T.W. Richerson, Register in Chancery.

Original

Received

of the Equity
Fidelity Record
Page 374

STATE OF ALABAMA,
BALDWIN COUNTY.

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

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF THE CIRCUIT COURT,
BALDWIN COUNTY, ALABAMA, - - - - - IN EQUITY.

Your petitioner, M. F. Devine, who is also known as
Mary F. Devine, humbly complaining respectfully represents and shows
unto Your Honor as follows:-

FIRST:

That she is over the age of twenty one years and a bona
fide resident citizen of Baldwin County, Alabama, residing at Loxley, in
said County and State.

That Chas. F. Dietrich, who is also known as C. F. Dietrich,
is over the age of twenty one years and a bona fide resident citizen of
Baldwin County, State of Alabama, residing at Loxley in said County.

SECOND:

That on or about to-wit:- the 19th., day of December, 1919,
H. C. Devine and Ella V. Devine, who is the son and daughter-in-law of your
petitioner, M. F. Devine, was indebted to the Robertsdale State Bank in the
sum of \$1500.00.

That on to-wit:- the 26th., day of December, 1921, H. C.
Devine and Ella V. Devine, his wife, borrowed from Mr. Joe Sennett, the sum
of to-wit:- \$600.00, with the understanding between the said H. C. Devine and
Ella V. Devine and Mr. Joe Sennett, that Mr. Sennett was to take up and pay
off the indebtedness of \$1500.00, which the said H. C. Devine and Ella V.
Devine owed the said Robertsdale State Bank and for the purpose of securing
him in the payment of the \$600.00 borrowed and the \$1500.00 due the Roberts-
dale State Bank as heretofore stated, which he agreed to pay and which he did
pay, caused the said H. C. Devine and Ella V. Devine to execute to him a

Warranty deed, copy of which is hereto attached and marked Exhibit "A",
conveying the following described property, to-wit:-

West half of Northwest quarter, Section Twenty
Four, Township Five South, Range Three East,
containing 80 acres, more or less, in Baldwin
County, Alabama,

And at the same time for the purpose of further securing
the said loan of \$600.00 and the said sum of \$1500.00 which the said Joe
Sennett paid to the Robertsdale State Bank caused M. F. Devine and C. P.
Devine, her husband, to convey to him by warranty deed, a copy of which is
hereto attached and marked Exhibit "B", the following described property,
to-wit:-

Northwest quarter of Northwest quarter,
Section Fifteen, Township Five South,
Range Four East, containing forty acres,
more or less in Baldwin County, Alabama.

That it was distinctly understood by all the parties hereto
that Joe Sennett was to hold the above described property only as security
for the re-payment of the said sums of money hereinbefore mentioned and to
re-convey to them when the said sums of money together with interest thereon
had been paid in full.

That the said indebtedness above mentioned was the sole
indebtedness of H. C. Devine and Ella V. Devine and that your petitioner
owed no part of same and that the said loan was made with the distinct under-
standing that the said H. C. Devine and Ella V. Devine was to pay the said
sums of money and in the event they did not pay it then the said Mary F.
Devine would have the right to pay and that her property would be re-conveyed
to her.

THIRD:

That on or about to-wit: the 1st., day of October, 1922, Chas.
F. Dietrich, who is named as respondent in this bill of complaint, came to
see your petitioner for the purpose of obtaining her consent in getting Mr. Joe
Sennett to convey to him the property as described as follows, to-wit:

Northwest quarter of Northwest quarter,
Section Fifteen, Township Five South,
Range Four East, containing forty acres,
more or less, in Baldwin County, Alabama.

AND upon the express condition and with the understanding that he was to carry the loan at the rate of 8% so long as your petitioner desired, stating that all he wanted was the interest, that he had the money to loan and much preferred having this loan at 8% than having his money on time deposit only drawing 4%; that the said Chas. F. Dietrich came to see your petitioner several times and your petitioner not being learned or informed as to the proper conduct of business and having confidence in the said Chas. F. Dietrich consented that he obtain from the said Joe Sennett a deed, copy of which is hereto attached and marked Exhibit "C", to the said forty acres of land described as follows, to-wit:-

Northwest quarter of Northwest quarter,
Section Fifteen, Township Five South,
Range Four East, containing forty acres,
more or less in Baldwin County, Alabama.

That as stated herein the said Chas. F. Dietrich who obtained the consent of your petitioner visited her several times pleading with her that he be given consent to obtain the deed from the said Joe Sennett and that he, the said Chas. F. Dietrich, on one occasion stated to your petitioner that if she would consent to the said conveyance being made that he, the said Chas. F. Dietrich, would be more than a father to her and would carry out the contract just as Mr. Sennett had been doing. Upon this promise by the said Chas. F. Dietrich, your petitioner consented that he obtain the deed from Mr. Sennett and upon the express terms and condition that she would have the right to repay the amount due and obtain the deed back to her property.

FOURTH:

That the said Chas. F. Dietrich obtained a conveyance from Joe Sennett, copy of which is hereto attached and marked Exhibit "D", to the following described property, to-wit:-

West half of Northwest quarter, Section
Twenty Four, Township Five South, Range
Three East, containing 80 acres more or
less, in Baldwin County, Alabama,

and being the property of H. C. Devine and Ella V. Devine.

That the said Chas. F. Dietrich also obtained from Joe Sennett

a conveyance, copy of which is hereto attached and marked Exhibit "C",
conveying the following described property, to-wit:-

Northwest quarter of Northwest quarter,
Section Fifteen, Township Five South,
Range Four East, Baldwin County, Alabama,
containing 40 acres, more or less,

which was and is the property of your petitioner, Mary F. Devine.

That both conveyances were obtained as stated hereinbefore,
for the sole and only purpose of securing to the said Chas. F. Dietrich, the
re-payment of the money which he paid to Joe Sennett.

FIFTH:

That your petitioner, Mary F. Devine, has paid to the said
Chas. F. Dietrich the entire indebtedness due him and further she has more than
paid him and a copy of the statement as rendered by the said Chas. F. Dietrich
is hereto attached and marked Exhibit "F", with leave of reference as often as
may be necessary and that your petitioner, Mary F. Devine, was forced to pay
to the said Chas. F. Dietrich the said sum as shown by the statement before he
would reconvey to them any portion of the said property and that the said
Chas. F. Dietrich delivered the said deed to the Baldwin County Bank purporting
to reconvey to her the property received and that the said deed only con-
veyed the following described property, to-wit:-

West half of Northwest quarter, Section Twenty
Four, Township Five South, Range Three East,
St. Stephens Meridian, Baldwin County, Alabama,
containing 80 acres, more or less,

and failed to convey the property which your petitioner owned to-wit:-

Northwest quarter of Northwest quarter,
Section Fifteen, Township Five South,
Range Four East, containing 40 acres,
more or less.

Your petitioner is informed and believes and upon such informa-
tion and belief alleges that the said Chas. F. Dietrich intends keeping the said
forty acres of land which he failed to reconvey after receiving the total amount of
money claimed by him.

That your petitioner requested the said Chas. F. Dietrich to render her an itemized statement of the amount due and that the said Chas. F. Dietrich did not deliver the said statement to her as requested but did leave a statement in the form of a letter addressed to the Baldwin County Bank, a copy of which is hereto attached and marked Exhibit "F" together with the deed hereinbefore mentioned and marked Exhibit "E" and that the said Chas. F. Dietrich, knowingly and purposely, failed to include the forty acres of land described as follows:-

Northwest quarter of Northwest quarter, Section
Fifteen, Township Five South, Range Four East,
Baldwin County, Alabama,

in the said conveyance for the purpose of swindling and defrauding your petitioner; and that as hereinbefore stated, your petitioner has paid to the Baldwin County Bank for the said Chas. F. Dietrich, the amount claimed by the said Chas. F. Dietrich and your petitioner alleges that the amount so paid was unreasonable and much more than was actually due the said Chas. F. Dietrich by your petitioner or the ones for whom she became surety.

That the said Chas. F. Dietrich has had the rents and profits from the said forty acres of land and in addition to this he has torn down and removed a five-room building which was located on same, erecting in its stead a small two-room building on another portion of the property

That as stated herein, your petitioner has paid much more than was actually due the said Chas. F. Dietrich and if there are any other legal charges she has no knowledge of it and hereby alleges that she is able, ready and willing to pay to the said Chas. F. Dietrich any just and legal amount which may be due him, which she hereby offers to do after the same having been determined by this Honorable Court.

Copies of the exhibits abovementioned are hereto attached and made a part of this original bill as though fully set out herein with leave of reference to all exhibits hereto attached being prayed as often as may be necessary.

PRAYER FOR PROCESS.

THE PREMISES CONSIDERED Your petitioner respectfully prays that the said Chas. F. Dietrich be made party respondent to this original bill of complaint by the usual process of this honorable court; that he be required to demur, plead to or answer the same within the time and under the pains and penalties as required by law or that the same be forever confessed.

PRAYER FOR RELIEF.

That on the final hearing of this cause the said conveyances, a copy of which is hereto attached and marked Exhibit "A" and Exhibit "C" be declared mortgages and that it be ascertained by this Honorable court by a reference or otherwise, the amount due and owing the said Chas. F. Dietrich by petitioner, Mary F. Devine and that the said Chas. F. Dietrich be required by a proper decree or order of this Honorable court upon the payment by petitioner of the amount ascertained by this court, if any be due the said Chas. F. Dietrich, to cancel of record the conveyances executed by the conveyances, a copy of which is hereto attached and marked Exhibit "B" and Exhibit "C".

That an accounting be had and that the said Chas. F. Dietrich be held accountable for the over payment by your petitioner to the said Chas. F. Dietrich, and for the rents and profits which he received from the said premises and for the waste and destruction created on the said premises by the said Chas. F. Dietrich, and that Your Honor after determining the amount due your petitioner by the said Chas. F. Dietrich, enter up a judgment in favor of your petitioner, Mary F. Devine, against the said Chas. F. Dietrich and upon failure of the said Chas. F. Dietrich to pay the same that execution be issued against the property of the said Chas. F. Dietrich for the satisfaction of same.

That if your petitioner be mistaken in the relief prayed for that Your Honor will grant unto her such other further, different and general relief as she in justice and equity may be entitled to receive under the allegations and proof she will ever pray, etc.,

HAMILTON & MOORER,
Attorneys for Complainant.

FOOT NOTE:

The respondent, Chas. F. Dietrich, is required to answer each and every paragraph of this original bill of complaint, numbered from First to FIFTH, both inclusive, but not under oath, answer under oath being hereby expressly waived.

HAMILTON & MOORE,
Attorneys for Complainant.

WARRANTY DEED

This deed made the 26th., day of December, 1921, between E. V. Devine and H. C. Devine, her husband, of the first part and JOE SENNETT of the second part, WITNESSETH:-

That the parties of the first part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, his heirs and assigns forever, all that real property in Baldwin County, Alabama, described as follows, to-wit:-

West half of Northwest quarter of Section Twenty Four,
Township Five South, Range Three East, St. Stephens,
Meridian, containing 80 acres, more or less.

Together with all appurtenances thereunto belonging to have and to hold forever against any person lawfully claiming the same, the said parties of the first part, shall ever warrant and defend.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in
the presence of

E. V. DEVINE,

H. C. DEVINE

W. P. Hall,
Ruebena Reding.

General and separate ack.

Before: M. P. Seal affixed.

Acknowledged, December 26th., 1921.

Filed: January 10th., 1922,

Recorded: DEED BOOK 32 N.S. Pg. 116.

EXHIBIT "B"

WARRANTY DEED

THIS DEED made the 26th., day of December, 1921, between M. F. DEVINE and C. P. DEVINE, her husband, of the first part and JOE SENNETT, of the second part, WITNESSETH:-

That the parties of the first part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do GRANT, BARGAIN, SELL, CONVEY and DELIVER unto the said party of the second part, his heirs and assigns, forever, all that real property in Baldwin County, Alabama, described as follows, to-wit:

Northwest quarter of Northwest quarter, Section Fifteen,
Township Five South, Range Four East, St. Stephens Meridian,
Baldwin County, Alabama, containing 40 acres, more or less,
together with all appurtenances thereunto belonging.

Together with all appurtenances thereunto belonging, to have and to hold forever and against any person lawfully claiming the same, the said parties of the first part shall ever warrant and defend.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of
W. P. HALL,
H. C. DEVINE

M. F. DEVINE,
his
C. P. x DEVINE
mark

General and separate ack.
Before: N. P. Seal affixed.
Acknowledged: Dec. 26th., 1921.
Filed: January 10th., 1922,
Recorded: DEED BOOK 32 NS. Pg. 116.

EXHIBIT "B"

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to us in hand paid by C. F. Dietrich of Loxley, Alabama, the receipt whereof is hereby acknowledged, JOE SENNETT and MARAGRET J. SENNETT, his wife, of Robertsedale, Alabama, do GRANT, BARGAIN, SELL and CONVEY unto the said C. F. Dietrich, the following described lands situated in Baldwin County, Alabama, to-wit:-

Northwest quarter of Northwest quarter, Section Fifteen,
Township Five South, Range Four East of St. Stephens
Meridian, Baldwin County, Alabama, containing 40 acres,
more or less.

TO HAVE AND TO HOLD unto the said C. F. Dietrich, his heirs and assigns, forever, And we do covenant with the said C. F. Dietrich that we are seized in fee simple of the above described premises that we have the right to sell and convey the same; that the said premises are free from all incumbrances; that we will and our heirs, executors and administrators shall forever warrant and defend the same to the said C. F. Dietrich, his heirs and assigns against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF we hereunto set ourhands and seals this
13th., day of October, 1922.

JOE SENNETT, (L.S.)

MARAGRET J. SENNETT, (L.S.)

General and separate acknowledgment,
Before: N. P. Seal affixed. Oct. 13, 1922.
Filed: October 13th., 1922
Recorded: DEED BOOK 33 page 65.

EXHIBIT

STATE OF ALABAMA, |
BALDWIN COUNTY. |

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to us in hand paid by Chas. F. Dietrich of Loxley, Alabama, the receipt whereof is hereby acknowledged, Joe Sennett and Maragret J. Sennett, his wife, of Robertsdale, Alabama, do GRANT, BARGAIN, SELL and CONVEY unto the said Chas. F. Dietrich, the following described lands situated in Baldwin County, Alabama, to-wit:-

West half of Northwest quarter of Section Twenty Four, Township
Five South of Range Three East, St. Stephens Meridian, Baldwin
County, Alabama, containing 80 acres, more or less.

TO HAVE AND TO HOLD unto the said Chas. F. Dietrich, his heirs and assigns, forever, And we do covenant with the said Chas. F. Dietrich that we are seized in fee simple of the above described premises that we have the right to sell and convey the same; that the said premises are free from all incumbrances; that we will and our heirs, executors and administrators shall forever warrant and defend the same to the said Chas. F. Dietrich, his heirs and assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF we hereunto set our hands and seals this
13th., day of October, 1922.

JOE SENNETT, (SEAL)

MARAGRET J. SENNETT, (SEAL)

General and separate acknowledgment,
Before? N. P. Seal affixed. Oct. 13, 1922.
Filed: October 13, 1922;
Recorded: DEED BOOK 33 N.S. Pg. 66.

EXHIBIT "ND"

copy,

DEED WITH WARRANTY

THIS DEED, made the Twenty ninth day of December, 1924, between CHARLES F. DIETRICH and CLARA M. DIETRICH, his wife, of the first part and MARRY F. DEVINE and C. P. DEVINE, her husband of the second part, WITNESSETH:-

That the parties of the first part, in consideration of One Dollar and other valuable considerations (\$1.00) Dollars to them in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do grant, bargain, sell, convey and deliver unto the said parties of the second part, their heirs and assigns forever, all that real property in Baldwin County, Alabama, described as follows, to-wit:-

The West half ($W\frac{1}{2}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section Twenty Four (24) Township Five (5) South, Range Three (3) East St. Stephens Meridian, Baldwin County, Alabama, containing eighty (80) acres, more or less.

TOGETHER with all appurtenances thereunto belonging to have and to hold forever and against any person lawfully claiming the same, said parties of the first part shall ever warrant and defend.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

ALEX J. MELVILLE

CHARLES F. DIETRICH, (LS)

CLARA M. DIETRICH, (LS)

STATE OF ALABAMA, |
BALDWIN COUNTY. |

I, Alex J. Melville, a Notary Public in and for said County in said State, hereby certify that Charles F. Dietrich and Clara M. Dietrich, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th., day of December, 1924.
Alex J. Melville,
Notary Public.

Also Separate ack. of wife, before same officer.
Filed for record: January 21st., 1925.
Recorded: DEED BOOK 36 NS. Page 52.

EXHIBIT "E"

C O P Y

Loxley, Alabama, Dec. 29th., 1924.

Baldwin County Bank,
Bay Minette, Alabama.

Gentlemen:-

I herewith hand you deed from my self and Clare M. Dietrich, my wife, to Marry F. Devine and C. P. Devine her husband,

You will please hold this deed until the full amount is paid to you in cash. The totla amount due at this date is \$3004.85.

Statement delivered to the Devines as follows.

Total amount of principal on contract	\$2585.00
Interest due this date	206.80
Privilege for paying all cash in place of time contract	
at 8 per cent, and other incidents	186.80
Taxes due for 1924	26.25
Total amount as stated above ,	\$3004.85.

Now if the Devines do not take up this deed in the next few days, it is understood and agreed that they pay an additional amount in interest, at 8 per cent, on the principal amount which is \$2585.00 from this date to the day the deed is taken up. I am,

Yours Resp.

C. F. Dietrich.

EXHIBIT "A"