

3792

STATE OF ALABAMA

BALDWIN COUNTY

BOOK 020 PAGE 290

TO ANY SHERIFF OF THE STATE OF ALABAMA:

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

WITNESS, my hand this the 9 day of April, 1956.

*[Signature]*  
REGISTER

\*\*\*\*\*

BAY MINETTE PRODUCTION CREDIT ASSOCIATION, a corporation,

IN THE CIRCUIT COURT OF

COMPLAINANT

vs.

BALDWIN COUNTY, ALABAMA

CORBIN WILLIAMS,

RESPONDENT

IN EQUITY No. 3792.

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

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

I

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

II

That on December 8, 1952, the Respondent executed a certain promissory note in the sum of \$4700.00, with interest at the rate of 6% per annum, payable to the Complainant in installments of \$100.00 per month, beginning on the 20th day

January, 1953, and a like payment thereafter on the 20th day of each month, until December 5, 1953, when there was due and payable the sum of \$3600.00; that a copy of said note is attached hereto and labeled Exhibit "A" and made a part of this complaint as if the same had been written herein. That said note was secured by a chattel mortgage of the same date and tenor, a copy of said mortgage being attached hereto and labeled Exhibit "B" and made a part of this complaint as if the same had been written herein.

III

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

ALL OF MY CATTLE, HORSES AND MULES, consisting at this time of:

No.	Breed or Kind	Age	Sex	Brand or Earmark
15	Jersey-Guernsey	Under 8 Years	Cows	None
1	Horse			
1	1946 Chevrolet	1½ Ton Truck-		1 Model M International Tractor and Equipment

All such crops and other agricultural products planted and grown by mortgagor and anyone for him, or in which he may have any interests, in said county and state, and particularly upon the land described below, subsequent to the execution hereof, and prior to January 1, 1953.

Also, all Farming tools, Implements, and Machinery now owned by me or in my possession.

Also, all Feed and Feeding, Pasturing, Watering, Keeping, Handling, Producing, Processing, and Marketing privileges, appliances, and equipment now or hereafter owned or used in connection with said livestock.

IV

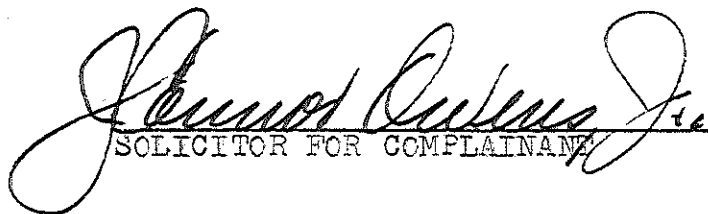
That there has been paid to the Complainant the sum of \$1600.90, leaving a balance due upon said note in the amount of \$3099.10 with interest thereon as of March 1, 1956, in the amount of \$670.62; that your Complainant has demanded payment of said principal sum with interest thereon in the amount of \$3769.72, but the Respondent has failed and refused to make payment of the same.

PRAYER FOR PROCESS

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

PRAYER FOR RELIEF

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

  
SOLICITOR FOR COMPLAINANT

# INSTALLMENT NOTE

\$4,700.00

December 8 19 52

For value received, I, we or either of us promise to pay to the order of the BAY MINETTE  
 PRODUCTION CREDIT ASSOCIATION of BAY MINETTE, ALABAMA, the sum of  
Forty-Seven Hundred and no/100-----Dollars (\$4700.00)  
 with interest at the rate of 6% per annum from date, until paid, payable at its office in the City  
 of BAY MINETTE, Alabama, in installments as follows, to-wit:

\$ 100.00	on	January 20,	19 53	\$ 100.00	on	July 20,	19 53
\$ 100.00	on	February 20,	19 53	\$ 100.00	on	August 20,	19 53
\$ 100.00	on	March 20,	19 53	\$ 100.00	on	September 20,	19 53
\$ 100.00	on	April 20,	19 53	\$ 100.00	on	October 20,	19 53
\$ 100.00	on	May 20,	19 53	\$ 100.00	on	November 20,	19 53
\$ 100.00	on	June 20,	19 53	\$ 3,600.00	on	December 5,	19 53

Upon the failure to pay any of the said installments, or interest thereon when the same becomes due, then the entire indebtedness, at the option of the holder may be declared to be due and payable.

The makers, sureties, endorsers and guarantors of this note hereby severally waive presentment for payment, notice of nonpayment, protest and notice of protest, and diligence in the enforcing of payment hereof and all right of exemption under the Constitution and laws of the State of Alabama as to personal property, and consent that time of payment may be extended without notice thereof to any of the sureties of this note. It is further expressly agreed that if this note, after the maturity of any of the installments or payments, above referred to, is placed in the hands of an attorney, for collection, whether suit is brought on the same or not, then and in that event to pay the owner or holder of this note ten per cent additional of the principal and interest due thereon as attorney's fees for collection. This note is secured by chattel

mortgage dated December 8, 1952; executed by the makers hereof to the payee herein on property more particularly described in said mortgage.

No. \_\_\_\_\_

/s/ Corbin Williams

Due \_\_\_\_\_

Corbin Williams

Address \_\_\_\_\_

*Exhibit A*

BOOK 020 PAGE 293



**CROP, LIVESTOCK, AND DAIRY MORTGAGE**

STATE OF ALABAMA

BOOK **020** PAGE **294**

BALDWIN COUNTY

WHEREAS, the undersigned, hereinafter called Mortgagor (whether one or more), is indebted unto the BAY MINETTE PRODUCTION CREDIT ASSOCIATION of BAY MINETTE, Alabama, hereinafter called Mortgagee, in the sum of FORTY-SEVEN HUNDRED AND NO/100----- (\$ 4700.00 ) Dollars, as evidenced by one promissory note of Mortgagor, bearing even date herewith, payable to Mortgagee, as follows:

\$100.00 due <u>January 20, 1953</u>	\$100.00 due <u>July 20, 1953</u>
\$100.00 due <u>February 20, 1953</u>	\$100.00 due <u>August 20, 1953</u>
\$100.00 due <u>March 20, 1953</u>	\$100.00 due <u>September 20, 1953</u>
\$100.00 due <u>April 20, 1953</u>	\$100.00 due <u>October 20, 1953</u>
\$100.00 due <u>May 20, 1953</u>	\$100.00 due <u>November 20, 1953</u>
\$100.00 due <u>June 20, 1953</u>	\$3600.00 due <u>December 5, 1953</u>

said note providing for a reasonable attorney's fee:

WHEREAS, Mortgagor desires to secure the payment of said indebtedness, and other indebtedness hereinafter mentioned;

NOW, THEREFORE, in consideration of the premises and One Dollar, receipt whereof is hereby acknowledged, Mortgagor does hereby grant, bargain, sell, convey and warrant unto Mortgagee or assigns the following described personal property situated in said County and State, to-wit:

ALL OF MY CATTLE, HORSES, AND MULES, consisting at this time of:

No.	Breed or Kind	Age	Sex	Brand or Earmark
15	Jersey-Guernsey	Under 8 Years	Cows	None
1	Horse			
1	1946 Chevrolet	1 1/2 Ton Truck-	1 Model M International Tractor	and Equipment

All such crops and other agricultural products planted and grown by mortgagor and by anyone for him, or in which he may have any interests, in said county and State, and particularly upon the land described below, subsequent to the execution hereof, and prior to January, 1, 1953.

LOCATION

ALSO, all crops of cotton, corn, truck and other agricultural products growing or to be grown by mortgagor and by anyone for him or in which he may have any interest and produced during the year 1953 in said county and state, and particularly upon that certain parcel of land in said county and state described below.

ALSO, all Farming Tools, Implements, and Machinery now owned by me or in my possession.

ALSO, I assign to said mortgagee all liens I have or may acquire on all tenants' crops and chattels during said year.

The Farm, containing 77 acres, owned by Corbin Williams, and cultivated during said year by Mortgagor, located 5 miles Northeast of Fairhope, Alabama, Old Bellforest (direction) Public Road, bounded, on North, by lands of Rudy Rezner; (ON, or Distance and Direction from) on East, by lands of Roy Rockwell; on South, by lands of Mr. Alexander; and on West, by lands of Mr. Bartolla

Residence of Mortgagor Fairhope, Baldwin County, Alabama.

ALSO, all Feed and all Feeding, Pasturing, Watering, Keeping, Handling, Producing, Processing, and Marketing privileges, appliances and equipment now or hereafter owned or used in connection with said livestock.

Intending to convey and hereby conveying all livestock and other property of like kind or class owned by mortgagor as that hereinabove described, located on or used in connection with the aforesaid land, whether specifically described or not, and also all increase thereof and additions thereto within twelve months from the date hereof.

This mortgage shall also secure any other indebtedness of Mortgagor to Mortgagee or assigns incurred within twelve months from the date hereof.

All sums secured hereby bear 6 per cent interest from date advanced by Mortgagee or assigns until paid.

Upon failure of payment of any of said installments, or interest thereon, or any other indebtedness secured hereby, when due, then the entire indebtedness secured hereby, at the option of the holder of said note, may be declared due.

Mortgagor agrees:

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

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

If, in the opinion of Mortgagee or assigns, the security herein be endangered, or if Mortgagor shall fail to comply with any of the terms of his application for the loan here secured or with the applicable laws of Alabama, Mortgagee or assigns may mature the then existing indebtedness and proceed with foreclosure as herein provided; and, also may refuse to advance any part of this loan then in its possession; or may take possession of said security, keep or sell same, and expense incident thereto shall be secured hereby.

Provided that if Mortgagor shall pay, when due, the indebtedness herein described as well as all indebtedness of Mortgagor to Mortgagee or assigns incurred within twelve months from the date hereof, this mortgage shall be void; however,

*Exhibit B*

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

Mortgagee or assigns may become the purchaser of said property at either private or public sale provided for herein.

Witness the hand and seal of said Mortgagor on this 8 day of December, 1953.

/s/ Corbin Williams (L.S.)  
Corbin Williams (L.S.)

WITNESS:

STATE OF ALABAMA

Baldwin COUNTY

I, L. O. Glass, a Notary Public in and for said County, in said State, do hereby certify that Corbin Williams whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of December, 1952.

L. O. Glass Notary Public.  
State at Large County, Alabama.

STATE OF ALABAMA

Baldwin COUNTY

OFFICE OF JUDGE OF PROBATE

I hereby certify that the within Mortgage was filed in this office for record on the 15th day of December, A. D., 1952, at 11 o'clock, a. M., and duly recorded in Book 271-2 of Mortgages, Page 213

W. R. Stuart

Judge of Probate.

T.

CREDIT ASSOCIATION PRODUCTION ALABAMA To From MORTGAGE

BAY MINETTE PRODUCTION CREDIT  
ASSOCIATION, a corporation

COMPLAINANT

vs.

CORBIN WILLIAMS,

RESPONDENT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO.

FINAL DECREE

This cause coming on for the final decree of this Court upon the Report of the Register of the Sale ordered by this Court upon the 21st day of May, 1956;

And it appearing to the Court that sale was held in conformity with the decree of this Court dated May 21, 1956, and that in and by said sale, 15 Jersey-Guernsey cows and 1 1946 Chevrolet 1½ ton truck were sold by the Register and purchased by the Bay Minette Production Credit Association for the sum of \$1700.00 and that the balance of the property was not sold at the request of both parties to the sale, the said Bay Minette Production Credit Association and the said Corbin Williams;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said Bay Minette Production Credit Association is entitled to a deficiency judgement in the amount of \$2,445.72 and costs in this matter accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Register pay to the Bay Minette Production Credit Association the proceeds of said sale, after first having recovered of said sum, all costs in this matter appertaining.

Dated at Bay Minette, Alabama, this \_\_\_ day of June, 1956.

\_\_\_\_\_  
Judge, 25th Judicial Circuit of  
Alabama



BAY MINETTE PRODUCTION CREDIT  
ASSOCIATION, a corporation

COMPLAINANT

vs.

CORBIN WILLIAMS,

RESPONDENT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO.

FINAL DECREE

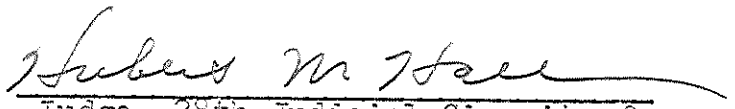
This cause coming on for the final decree of this Court upon the Report of the Register of the Sale ordered by this Court upon the 21st day of May, 1956;

And it appearing to the Court that sale was held in conformity with the decree of this Court dated May 21, 1956, and that in and by said sale, 15 Jersey-Guernsey cows and 1 1946 Chevrolet 1½ ton truck were sold by the Register and purchased by the Bay Minette Production Credit Association for the sum of \$1700.00 and that the balance of the property was not sold at the request of both parties to the sale, the said Bay Minette Production Credit Association and the said Corbin Williams;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said Bay Minette Production Credit Association is entitled to a deficiency judgement in the amount of \$2,445.72 and costs in this matter accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Register pay to the Bay Minette Production Credit Association the proceeds of said sale, after first having recovered of said sum, all costs in this matter appertaining.

Dated at Bay Minette, Alabama, this 7 day of June, 1956.

  
Judge, 28th Judicial Circuit of  
Alabama

Bay Minette Production Credit  
Association, a Corporation,

Complainant,

VS.

Corbin Williams,

Respondent.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA. IN EQUITY

NO. 3792.

This cause coming on to be heard is submitted for a final decree upon the original bill of complaint, decree pro confesso, and the testimony of Roy Taylor, a witness for the Complainant, taken in open Court; and

It appearing to the Court that this suit is based upon a crop lien, live stock and dairy mortgage, dated December 8, 1953, and an installment note of the same date, both executed by the Respondent; that the mortgage provides that in the event of payment of any sum secured the entire amount secured by said note and mortgage, including interest, expenses, costs and Attorney's fees shall, at the option of the mortgagee, or assigns, become immediately due, and mortgagor or assigns may proceed to possess said security and sell same, either at private or public sale, and if at public sale, then at auction, for cash, at such place as mortgagee or assigns may elect, after giving not less than three days notice of the time and place thereof by posting one notice in the courthouse of said County, and the proceeds of sale be applied to the payment of the sum secured hereby, including all costs, incident to such sale; and the Respondent, in and by the terms of said installment note waived any and all rights of exemptions under the Constitution and laws of the State of Alabama, as to personal property, and agreed to pay an Attorney's fee of ten (10%) per cent; and

It further appearing from the pleadings and testimony that the principal amount due under said note and mortgage is \$3099.10

with interest thereon in the amount of \$670.62, making a total indebtedness due of \$3769.72; and

It further appearing that said note provides for a 10% (ten percent) Attorney's fee, or \$376.00, making a total indebtedness, principal, interest and Attorney's fees of \$4,145.72;

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Respondent is indebted to the Complainant in the sum of \$4,145.72;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said mortgage be foreclosed and that the Register of the Circuit Court of Baldwin County, Alabama, shall proceed to sell the said personal property described in the bill of Complaint at public outcry, for cash, at noon, on June 5, 1956, at the home of the Respondent, Corbin Williams, located five miles northeast of Fairhope, Alabama, on the Old Belforest Road, after having given notice of the time, place and purpose of sale, by publication in the Fairhope Courier, a newspaper published in Baldwin County, Alabama, for 10 days previous to such sale; and by placing a notice at the front door of the Courthouse in Bay Minette, Baldwin County, Alabama.

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

Dated at Bay Minette, Alabama, this the 21st day of May, 1956.

  
\_\_\_\_\_  
Judge, 28th Judicial Circuit of  
Alabama.

# The Fairhope Courier



ESTABLISHED 1894

E. S. GASTON ESTATE, PUBLISHERS

TELEPHONE 5201

FAIRHOPE, ALABAMA

*"On Mobile Bay"*

This is to certify that the attached legal notice appeared in The Fairhope Courier, a weekly newspaper published in the City of Fairhope, County of Baldwin, State of Alabama on the date of May 24th, 1956.

*Marion H. Crawford*

Editor

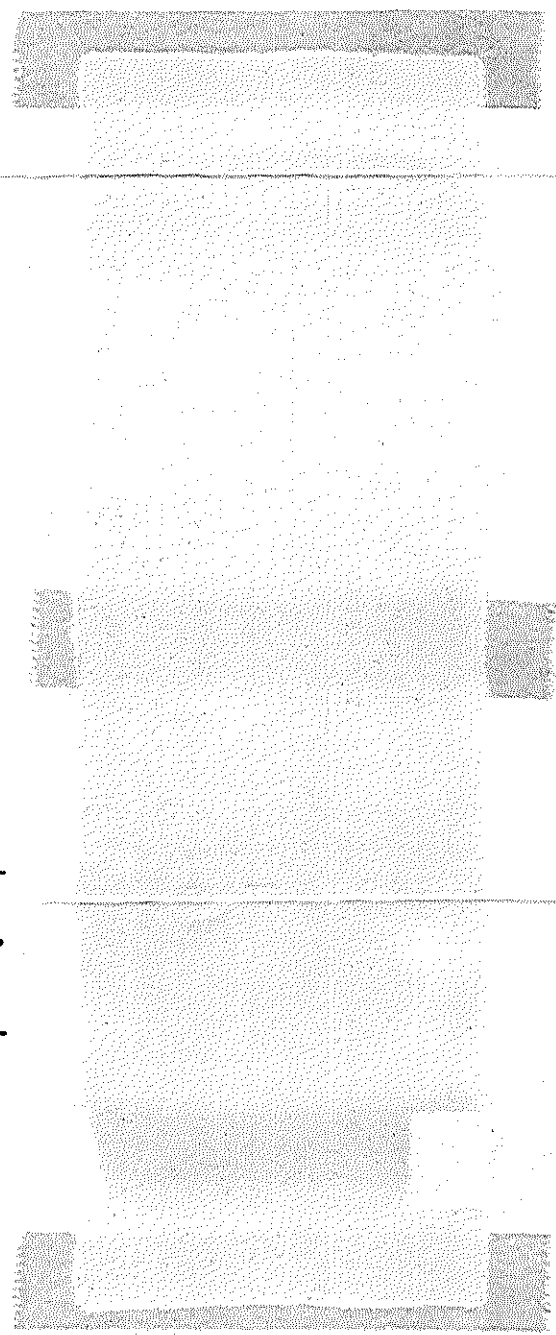
State of Alabama  
County of Baldwin

Sworn to and subscribed this 28

day of May A.D. 1956, before me.

*H. L. Perkins*

Notary Public, Baldwin County



42-50

BAY MINETTE PRODUCTION CREDIT  
ASSOCIATION, A Corporation  
Complainant,

VS.

CORBIN WILLIAMS,  
Respondent.

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

TESTIMONY TAKEN IN OPEN COURT, BEFORE HON. HUBERT M. HALL, JUDGE OF  
SAID COURT

ROY TAYLOR, A WITNESS FOR THE COMPLAINANT, BEING FIRST DULY SWORN,  
TESTIFIED AS FOLLOWS:

Direct Examination by Mr. Owens

Q. Will you state your name?

A. Roy Taylor.

Q. Where do you work?

A. Bay Minette Production Credit Association.

Q. In what capacity?

A. Secretary and Treasurer.

Q. Do you have control of the books and records?

A. I do.

Q. And statements of the Bay Minette Production Credit Association?

A. I do.

Q. Do you know ~~Mr~~ Corbin Williams?

A. I do.

Q. Have you had any transactions with Corbin Williams?

A. I have called on him several times in an effort to try to effect  
collection on this note here.

Q. I hand you herewith a note dated December 8, 1952, signed by  
Corbin Williams, and ask you to identify this?

A. That is correct -- That's his note to us.

MR. OWENS: I would like to offer in evidence note of Corbin  
Williams to Bay Minette Production Credit Association, and  
which is dated December 8, 1952, and ask that the  
(page 1)

same be identified as Complainant's Exhibit 1.

Q. Have any payments been made on this note?

A. Yes sir. There has been several payments made.

Q. What is the balance due at the time of the filing of this suit?

A. As of March 1, 1956, \$3,099.10 due on the principal and \$670. and some few cents due on interest as of that date, making a total of \$3769.72 due as of March 1, 1956.

Q. That amount is unpaid at the present time?

A. That's correct.

MR. OWENS: I would like to offer now, as Complainant's Exhibit 2, Mortgage dated December 8, 1952, and acknowledged December 8, 1952, before a Notary Public, Baldwin County, Alabama, said mortgage being recorded in Mortgage Book 213 at pages 271-2, Records of Baldwin County, Alabama.

MR. OWENS: This mortgage provides for 10% Attorney's fee--

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I hereby certify that the foregoing, consisting of pages 1 and 2, correctly sets forth a true and correct transcript of the testimony as taken by me in said cause, on this 18th day of May, 1956.

Laura Dussel  
Court Reporter

5647

INSTALLMENT NOTE

\$4,700.00

*Plots East 1*

December 8, 1952

For value received, I, we or either of us promise to pay to the order of the BAY MINETTE  
PRODUCTION CREDIT ASSOCIATION of BAY MINETTE, ALABAMA, the sum of  
FORTY SEVEN HUNDRED AND NO/100 - - - - - Dollars (\$ 4,700.00 )

with interest at the rate of 6 % per annum from date, until paid, payable at its office in the City  
of BAY MINETTE, Alabama, in installments as follows, to-wit:

\$ 100.00	on	January 20,	19 53	\$ 100.00	on	July 20,	19 53
\$ 100.00	on	February 20,	19 53	\$ 100.00	on	August 20,	19 53
\$ 100.00	on	March 20,	19 53	\$ 100.00	on	September 20,	19 53
\$ 100.00	on	April 20,	19 53	\$ 100.00	on	October 20,	19 53
\$ 100.00	on	May 20,	19 53	\$ 100.00	on	November 20,	19 53
\$ 100.00	on	June 20,	19 53	\$ 3,600.00	on	December 5,	19 53

Upon the failure to pay any of the said installments, or interest thereon when the same becomes due, then the entire indebtedness, at the option of the holder may be declared to be due and payable.

The makers, sureties, endorsers and guarantors of this note hereby severally waive presentment for payment, notice of nonpayment, protest and notice of protest, and diligence in the enforcing of payment hereof and all right of exemption under the Constitution and laws of the State of Alabama as to personal property, and consent that time of payment may be extended without notice thereof to any of the sureties of this note. It is further expressly agreed that if this note, after the maturity of any of the installments or payments, above referred to, is placed in the hands of an attorney, for collection, whether suit is brought on the same or not, then and in that event to pay the owner or holder of this note ten per cent additional of the principal and interest due thereon as attorney's fees for collection. This note is secured by chattel

mortgage dated December 8, 1952; executed by the makers hereof to the payee herein on property more particularly described in said mortgage.

No. \_\_\_\_\_

Due \_\_\_\_\_

Address \_\_\_\_\_

*Corbin Williams*  
Corbin Williams





Plfts Ex 2

CROP, LIVESTOCK, AND DAIRY MORTGAGE

STATE OF ALABAMA

BALDWIN COUNTY

WHEREAS, the undersigned, hereinafter called Mortgagor (whether one or more), is indebted unto the BAY MINETTE PRODUCTION CREDIT ASSOCIATION of BAY MINETTE, Alabama, hereinafter called Mortgagee, in the sum of FORTY SEVEN HUNDRED AND NO/100 (\$ 4,700.00) Dollars, as evidenced by one promissory note of Mortgagor, bearing even date herewith, payable to Mortgagee, as follows:

Table with 2 columns of payment schedules. Left column: \$ 100.00 due January 20, 1953; \$ 100.00 due February 20, 1953; \$ 100.00 due March 20, 1953; \$ 100.00 due April 20, 1953; \$ 100.00 due May 20, 1953; \$ 100.00 due June 20, 1953. Right column: \$ 100.00 due July 20, 1953; \$ 100.00 due August 20, 1953; \$ 100.00 due September 20, 1953; \$ 100.00 due October 20, 1953; \$ 100.00 due November 20, 1953; \$ 3,600.00 due December 5, 1953.

said note providing for a reasonable attorney's fee:

WHEREAS, Mortgagor desires to secure the payment of said indebtedness, and other indebtedness hereinafter mentioned; NOW, THEREFORE, in consideration of the premises and One Dollar, receipt whereof is hereby acknowledged, Mortgagor does hereby grant, bargain, sell, convey and warrant unto Mortgagee or assigns the following described personal property situated in said County and State, to-wit:

ALL OF MY CATTLE, HORSES, AND MULES, consisting at this time of:

Table with 5 columns: No., Breed or Kind, Age, Sex, Brand or Earmark. Row 1: 15 Jersey-Guernsey, Under 8 Years, Cows, None. Row 2: 1 Horse.

1-1946 Chevrolet 1 1/2 Ton Truck; 1 Model M International Tractor and Equipment.

All such crops and other agricultural products planted and grown by mortgagor and by anyone for him, or in which he may have any interests, in said county and State, and particularly upon the land described below, subsequent to the execution hereof and prior to January 1, 1953.

LOCATION

ALSO, all crops of cotton, corn, truck and other agricultural products growing or to be grown by mortgagor and by anyone for him or in which he may have any interest and produced during the year 1953 in said county and state, and particularly upon that certain parcel of land in said county and state described below.

ALSO, all Farming Tools, Implements, and Machinery now owned by me or in my possession.

ALSO, I assign to said mortgagee all liens I have or may acquire on all tenants' crops and chattels during said year.

The Farm, containing 77 acres, owned by Corbin Williams, and cultivated during said year by Mortgagor, located 5 miles Northeast of Fairhope, Alabama, Old Bellforest (direction) Public Road, bounded, on North, by lands of Rudy Rezner; on East, by lands of Roy Rockwell; on South, by lands of Mr. Alexander; and on West, by lands of Mr. Bartolla.

Residence of Mortgagor Fairhope, Baldwin County, Alabama.

ALSO, all Feed and all Feeding, Pasturing, Watering, Keeping, Handling, Producing, Processing, and Marketing privileges, appliances and equipment now or hereafter owned or used in connection with said livestock.

Intending to convey and hereby conveying all livestock and other property of like kind or class owned by mortgagor as that hereinabove described, located on or used in connection with the aforesaid land, whether specifically described or not, and also all increase thereof and additions thereto within twelve months from the date hereof.

This mortgage shall also secure any other indebtedness of Mortgagor to Mortgagee or assigns incurred within twelve months from the date hereof.

All sums secured hereby bear 6 per cent interest from date advanced by Mortgagee or assigns until paid.

Upon failure of payment of any of said installments, or interest thereon, or any other indebtedness secured hereby, when due, then the entire indebtedness secured hereby, at the option of the holder of said note, may be declared due.

Mortgagor agrees:

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

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

If, in the opinion of Mortgagee or assigns, the security herein be endangered, or if Mortgagor shall fail to comply with any of the terms of his application for the loan here secured or with the applicable laws of Alabama, Mortgagee or assigns may mature the then existing indebtedness and proceed with foreclosure as herein provided; and, also may refuse to advance any part of this loan then in its possession; or may take possession of said security, keep or sell same, and expense incident thereto shall be secured hereby.

Provided that if Mortgagor shall pay, when due, the indebtedness herein described as well as all indebtedness of Mortgagor to Mortgagee or assigns incurred within twelve months from the date hereof, this mortgage shall be void; however,

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

Mortgagee or assigns may become the purchaser of said property at either private or public sale provided for herein. Witness the hand and seal of said Mortgagor on this 8 day of December, 19 53

Corbin Williams (L.S.)  
Corbin Williams (L.S.)

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ALABAMA  
Baldwin COUNTY

I, L. O. Glass, a Notary Public in and for said County, in said State, do hereby certify that Corbin Williams whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of December, 19 52

L. O. Glass  
Notary Public.  
AT STATE LARGE County, Alabama.

STATE OF ALABAMA  
Baldwin COUNTY

OFFICE OF JUDGE OF PROBATE

I hereby certify that the within Mortgage was filed in this office for record on the 15<sup>th</sup> day of December, A. D., 19 52, at 11 o'clock, A M., and duly recorded in Book 271-2 of Mortgages, Page 213

W. R. Street  
Judge of Probate.

R. I. 35  
B. M. P. C. A.

213 271-2

CREDIT ASSOCIATION	To	From
ALABAMA		<u>Corbin Williams</u>
PRODUCTION		

MORTGAGE

BAY MINETTE PRODUCTION CREDIT ASSOCIATION, a corporation ) IN THE CIRCUIT COURT OF

Complainant

vs.

BALDWIN COUNTY, ALABAMA

CORBIN WILLIAMS,

Respondent

IN EQUITY NO. \_\_\_\_\_

REGISTERS: REPORT OF SALE

TO THE HONORABLE HUBERT M. HALL:

The undersigned, ALICE J. DUCK, as Register of said Court, respectfully reports:

That pursuant to a decree of this Honorable Court dated the 21st day of May, 1956, in the above entitled cause, directing her to sell the property described in the bill of complaint in the manner in which the decree recited, to make due report to this Court, she as such Register, did on the 5th day of June, 1956, at the noon hour offer for sale to the highest bidder for cash, at the farm of the said Corbin Williams on the Old Belleforest Road, in Baldwin County, Alabama, 5 miles northeast of Fairhope, Alabama, 15 Jersey-Guernsey cows and 1 1946 Chevrolet 1½ ton truck, at which sale J. Connor Owens, Jr., attorney for the Bay Minette Production Credit Association bid for said items the sum of \$1700.00, this being the highest, best and last bid received therefor; that said property was sold to said bidder for said price; that notice of the time, place and terms of said sale, together with a description of the property to be sold, as described in said bill of complaint, was given by publication for ten(10)days prior to said sale once in the Fairhope Courier, a newspaper of general circulation published in Baldwin County, Alabama, and by posting a notice of the same at the Courthouse door in Bay Minette, Baldwin County, Alabama, for ten(10)days prior to said sale, all in strict conformity with said decree of sale; that said sale was fairly conducted and in all things in strict conformity with said decree of sale; that the balance of the property described in the bill of complaint was not sold at the request of both parties, and said property was returned to the defendant, Corbin Williams.

Respectfully submitted this the \_\_\_ day of June, 1956.

Alice J. Duck  
Register

BAY MINETTE PRODUCTION CREDIT  
ASSOCIATION, a corporation,

COMPLAINANT

VS

CORBIN WILLIAMS,

RESPONDENT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

NO 3792.

NOTICE OF SALE

Notice is hereby given that under and by virtue of a decree of the Circuit Court of Baldwin County, Alabama in Equity, entered in the above styled cause on the 21st day of May, 1956 on a judgment rendered on the foreclosure of a mortgage, wherein it was ORDERED, ADJUDGED and DECREED that the said mortgage be foreclosed and that the Register of the Circuit Court of Baldwin County, Alabama, shall proceed to sell the said personal property described in the Bill of Complaint, to wit:

- 15 Jersey-Guernsey cows
- 1 Horse
- 1946 Chevrolet 1 1/2 Ton Truck
- 1 Model M. International Tractor and Equipment

Also, all Farming tools, Implements, and Machinery now owned by him or in his possession.

Also, all Feed and Feeding, Pasturing, Watering, Keeping, Handling, Producing, Processing, and Marketing privileges, appliances, and equipment now or hereafter owned or used in connection with said livestock,

at public outcry, for cash at noon on the 5th day of June, 1956, at the home of Corbin Williams, located five (5) miles Northeast of Fairhope, Alabama on the old Belforest Road.

This 21st day of May, 1956.

  
Register in Equity

J. CONNOR OWENS, JR.  
SOLICITOR FOR COMPLAINANT.

CIRCUIT COURT COMPLAINT

Printed by the Baldwin Times, Bay Minette, Alabama.

Bay Minette Production Credit Association, a corporation Complainant,  
Vs.  
Corbin Williams Respondent.

In the Circuit Court.  
In Equity No. \_\_\_\_\_

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause, it appears to the Register, that service was had on the Respondent  
Corbin Williams

by the Sheriff of Baldwin County, on the 16 day of April,  
1956.

And it further appears to the Register, that that the said Corbin Williams

\_\_\_\_\_ the Respondent, having to the date hereof,  
failed to plead, demur to or answer the Bill of Complaint filed in this cause, it is now, therefore,  
on motion of J. Connor Owens, Jr. Solicitors  
for Complainant, ordered, and decreed by the Register that the Bill of Complaint in this cause be,  
and it hereby is, in all things taken as confessed against the said Corbin Williams

This 17 day of May, 1956.

Alvin J. Hesk  
Register.

No. \_\_\_\_\_

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

Bay Minette Production Credit  
Association, a corporation  
Complainant,

Vs.

Corbin Williams

Respondent.

**DECREE PRO CONFESSO ON  
PERSONAL SERVICE.**

Issued this 17<sup>th</sup> day of May  
1957.

Alice J. Nuck  
Register.

THE STATE OF ALABAMA, }  
Baldwin County

No. \_\_\_\_\_ Circuit Court, In Equity.

Bay Minette Production Credit Association, Complainant...  
a corporation

Vs.

Corbin Williams

Defendant....

Motion is hereby made for a Decree Pro Confesso against

Corbin Williams

Defendant....

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

This 17 day of May 19 56.

*James J. Jones, Jr.*  
Solicitor.



No. \_\_\_\_\_ Page \_\_\_\_\_

THE STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, In Equity

~~Bay Minette Production~~

~~Credit Association,~~

~~a corporation~~

Vs.

Corbin Williams

3792

Motion for Decree Pro Confesso on  
Personal Service

Filed May 17 1956

Alice J. Huck  
Register.

Recorded in \_\_\_\_\_ Record

Vol. \_\_\_\_\_ Page \_\_\_\_\_

Register.