

SUMMONS AND COMPLAINT

Moore Ptg. Co.

4876

The State of Alabama,  
Baldwin County.

Circuit Court, Baldwin County

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

MARCH TERM, 1960

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Comanded to Summon W.V. PHILLIPS and MRS NONIE V. PHILLIPS,

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against \_\_\_\_\_

W. V. Phillips and Mrs Nonie V. Phillips, Defendant. S,

by Will Hill

\_\_\_\_\_, Plaintiff

Witness my hand this 11 day of March 1960

Alice J. Duck, Clerk  
Alice J. Duck

STATE OF ALABAMA )  
BALDWIN COUNTY )

WILL HILL, )  
Complainant, )  
Vs. )  
W. V. PHILLIPS and MRS )  
NONIE V. PHILLIPS, )  
Defendants. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

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

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

Comes your Complainant, Will Hill, and files this his Bill  
of Complaint, against W. V. Phillips and Mrs Nonie V. Phillips,  
Defendants, and respectfully shows unto this Honorable Court as  
follows:

PARAGRAPH ONE:

The Complainant, Will Hill, is a resident of Baldwin County,  
Alabama, and is over the age of twenty-one years, and the Defend-  
ants, W. V. Phillips and Mrs Nonie V. Phillips, are each residents  
of Baldwin County, Alabama, and are both over the age of twenty-one  
years.

PARAGRAPH TWO:

The Complainant, Will Hill, together with his wife, Emily  
Hill, since deceased, executed a note to the Baldwin County Bank,  
a Corporation, of Bay Minette, Baldwin County, Alabama, on April  
2, 1955, in the amount of Fifty-six (\$56.00) Dollars, due and  
payable on October 1, 1955, and on the same date they also ex-  
ecuted a mortgage to the said Baldwin County Bank, a Corporation,  
in the amount of Fifty-six (\$56.00) Dollars, to secure the said  
note, and the said mortgage contained the following described  
real estate, which your Complainant and his said wife then owned  
in fee simple, as security for the said note, to-wit:

The South half of northeast quarter of the  
northeast quarter of Section 12, Township 3  
North range 3 East, in Baldwin County, Alabama.

A certified copy of said mortgage is attached hereto as Complain-  
ant's Exhibit "A".

PARAGRAPH THREE:

Your Complainant further states that he did, on September 10, 1955, pay in full to the above said Baldwin County Bank, a Corporation, the sum of Fifty-six (\$56.00) Dollars as full satisfaction of the above described note, but that the said Baldwin County Bank, a Corporation, did not at that time return the said mortgage to your Complainant which had been given to secure the said paid note, even though it was then, and subsequently, requested to do so, and that to this date the said mortgage instrument has not been returned to your Complainant. And your Complainant further avers that he did not owe the said Baldwin County Bank, a Corporation, any other indebtedness on the said September 10th, 1955.

PARAGRAPH FOUR:

Your Complainant avers that on the 14th day of September, 1957, he did sell the aforesaid South half of the northeast quarter of the northeast quarter of Section 12, Township 3 North, Range 3 East, in Baldwin County, Alabama, to Henry Reynolds and Luevoing B. Reynolds, by warranty deed, which said deed was recorded in Deed Book No. 256 N.S. page 509 on the said 14th day of September, 1957, in the Office of Judge of Probate of Baldwin County, Alabama, and in said deed your Complainant, as the Grantor, and a widower, reserved "unto himself during his lifetime the use of said property", which said reservation is still in full force and effect. And there is attached hereto a certified copy of said deed, and it is incorporated in, and made a part of this Bill of Complaint, as Exhibit "B".

PARAGRAPH FIVE:

Your Complainant further avers that that mortgage described in Paragraph Two, above, was recorded for record in the Office of Judge of Probate of Baldwin County, Alabama, on October 29, 1957, in Mortgage Book No. 288, pages 402 to 404, and that the records in the said Judge of Probate Offices reveals that the recording fee of \$2.50 was paid by Lenoir Thompson, one of the attorneys for the Defendants in this cause of action.

PARAGRAPH SIX:

That there appeared a Mortgage Foreclosure Notice in the

Baldwin Times, a weekly newspaper of general circulation, published in Bay Minette, Alabama, in the issues of February 11th, 18th, 25th and March 3rd, all in 1960, which said Notice refers to that Mortgage described in Paragraphs Two and Five, above, and which said Notice states that the above described mortgage was assigned to the Defendants on October 28, 1957, and that the aforesaid South half of the northeast quarter of the northeast quarter of Section 12, Township 3 North range 3 East, in Baldwin County, Alabama, will be sold to the highest bidder during the legal hours of sale on the 14th day of March, 1960, at the front steps of the Baldwin County, Alabama, Court House, to satisfy aforementioned mortgage dated April 2, 1955, and recorded in Mortgage Book No. 288, pages 404-4, Baldwin County Probate Records, but which said mortgage your Complainant avers was satisfied on September 10th, 1955, and there is attached hereto, as Exhibit "C", a copy of said NOTICE.

Wherefore, your Complainant prays that this Honorable Court will take jurisdiction of the cause made by this Bill of Complaint, and make the said W. V. Phillips and Mrs Nonie V. Phillips Defendants hereto, and by appropriate process require them to plead, answer or demur to the same within the time and under the pains and penalties prescribed by law and the practice of this Honorable Court.

Complainant further prays that this Honorable Court will grant the following separate and several relief:

One:

That there will issue immediately a temporary writ of injunction, directed to W. V. Phillips and Mrs Nonie V. Phillips, restraining and enjoining them and each of them from foreclosing that certain mortgage described in Paragraphs Two and Five, above, recorded in Mortgage Book No. 288, pages 402-4, in the Office of the Judge of Probate of Baldwin County, Alabama, and from selling<sup>ing</sup> or attempting to sell the whole or any part or parcel or interest of the following described real estate, located in Baldwin County, State of Alabama, to-wit:

The South half of the northeast quarter of the northeast quarter of Section 12, Township 3 North range 3 East.

Two:

That the injunction above prayed for be made permanent upon a final hearing of this cause.

Three:

That this Honorable court will render a declaratory judgment declaring whether your Complainant is indebted to the Defendants, or either of the defendants, under the terms of the aforementioned mortgage which is recorded in Mortgage Book No. 288, pages 402-4, in the Office of Judge of Probate of Baldwin County, Alabama, and if he is not indebted to said defendants then that the Defendants be directed to return to said mortgage instrument to your Complainant, and that the recorded said instrument be cancelled of record.

Four:

That this Honorable Court will tax the costs of this proceeding, including a reasonable attorney's fee, against the Defendants.

And your Complainant prays for such other, further and different relief as in equity and good conscience he may be entitled to receive in the premises.

And Complainant, being wholly within the jurisdiction of this Honorable Court, offers to and will do and perform whatsoever this Court shall in equity and good conscience require of him.

Will Hill

STATE OF ALABAMA )  
BALDWIN COUNTY )

Personally appeared before me, the undersigned authority in and for said County in said State, Will Hill, who, being by me first duly sworn, deposes and says that he is the Complainant in the foregoing Bill of Complaint; that he has read over or has had read over to him the statements contained in the said foregoing Bill of Complaint and the facts stated therein are true.

Will Hill

Sworn to and subscribed before me on this 11<sup>th</sup> day of March, 1960.

Kenneth Cooper  
Notary Public.

FILED

MAR 11 1960

AUGUST DUCK, CLERK REGISTER

EQUITY CASE NO. \_\_\_\_\_

\*\*\*\*\*

WILL HILL,  
Complainant,

Vs

W. V. PHILLIPS and MRS  
NONIE V. PHILLIPS,  
Defendants.

\*\*\*\*\*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

\*\*\*\*\*

IN EQUITY

\*\*\*\*\*

BILL OF COMPLAINT

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FILED  
CLERK OF COURT  
BALDWIN COUNTY, ALABAMA  
MAY 14 1954

The State of Alabama,  
BALDWIN COUNTY

BOOK 288  
PAGE 402

# Know All Men By These Presents:

THAT WHEREAS,

Will Hill and Emily Hill, his wife are indebted  
to the BALDWIN COUNTY BANK, a Corporation in the sum of  
Fifty six and no/100 dollars . . . Dollars,  
as evidenced by a promissory note bearing even date herewith, and payable as follows to wit:

Due and payable Oct. 1, 1955 with interest from maturity at the  
rate of 8%.

NOW, In order to secure the prompt payment of said note when due, the said  
Will Hill and Emily Hill

hereinafter referred to as the "Mortgagors", for and in consideration of the premises, and the sum  
of Five Dollars to them this day in hand paid by the said BALDWIN COUNTY BANK, a Corpora-  
tion hereinafter referred to as the "Mortgagee", the receipt whereof is hereby acknowledged, and  
to also secure any other indebtedness owing by the Mortgagor to the Mortgagee regardless of  
amount and including future advances before full payment of this mortgage, do hereby Grant, Bar-  
gain, Sell and Convey unto the said Mortgagee the following described real property, lying and  
being situated in Baldwin County, State of Alabama, to-wit:

The South Half of Northeast Quarter of the Northeast  
Quarter of Section 12 Township 3 North Range 3 East  
in Baldwin County Alabama.

STATE OF ALABAMA, BALDWIN COUNTY  
Filed 10-29-57 2 P. M.  
Recorded \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
M. D. Stewart  
Judge of Probate

ARTICLE 770  
ALABAMA  
COUNTY  
I hereby certify that no Mortgage Tax has  
been collected on this instrument.

*M. D. Stewart*  
NO TAX COLLECTED

EXHIBIT "A"

TO HAVE AND TO HOLD, the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, his heirs and assigns, forever.

And the said Mortgagors do hereby covenant with the said Mortgagee, its heirs and assigns, that they are lawfully seized in fee simple of said premises; that they are free of and from all incumbrances; and that they will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS COVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS. EVER-THELESS, that is to say: If Mortgagors shall well and truly pay, or cause to be paid, the said note—and interest thereon, when due, then this conveyance shall become null and void. But should the Mortgagors fail to pay said notes, or either of them, with interest thereon, at maturity, then all of said notes shall become due and payable at once, whereupon the said Mortgagee, its successors, assigns, agents or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed, at auction, for cash, at the Court House door in the City of Bay Minette, Alabama, first having given notice thereof for three weeks by publication once a week in any newspaper then published in said County, and execute proper conveyance to the purchaser; and out of the proceeds of said sale it shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon, and the balance, if any, pay over to the Mortgagors.

In the event of such sale, the said Mortgagee, its heirs, assigns, agents or attorneys are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the names of the Mortgagors and as their Attorney in Fact.

It is also agreed that in case the mortgagee herein, its heirs or assigns, see fit to foreclose this mortgage in a court having jurisdiction thereof, Mortgagors will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt hereby secured.

Mortgagors further represent and declare to said Mortgagee that the titles to said real estate are in their own right, and that the representations herein made as to titles and incumbrances are so made with the intent and for the purpose of making this loan.

Mortgagors further specially waive all exemptions which they have or to which they may be entitled under the Constitution and Laws of Alabama in regard to the collection of the above debt.

Mortgagors further agree to keep said property insured against loss by fire and windstrom in a good and responsible company for not less than \_\_\_\_\_ Dollars, and have the policies payable to said Mortgagee as his interest may appear in said property, and deliver same to Mortgagee, and should Mortgagors fail to insure said property, then they authorize said Mortgagee to do so, and the premiums so paid by Mortgagee shall be and constitute a part of the debt secured hereby.

The Mortgagors herein agree to pay all taxes and assessments, general or special, levied upon the said real estate herein conveyed before the same become delinquent.



BOOK 288 PAGE 404

It is further understood that should the Mortagagors fail to pay said taxes and assessments, or insure the property, as herein above stipulated, the Mortagagee may pay the same, and, without notice, declare the whole debt secured by this mortgage to be due and payable, and proceed to fore-close at once. All taxes, assessments and insurance premiums paid by the Mortgagagee shall constitute a part of the debt secured by this mortgage.

IN TESTIMONY WHEREOF, the said Mortgagors have hereunto set their hands and affixed their seals, this the 2 day of April 1955 A. D. 195

ATTEST: } Will Hill ..... L. S.  
..... L. S.  
..... L. S.  
..... L. S.

THE STATE OF ALABAMA, BALDWIN COUNTY:

I, F. N. Snowden, a Notary Public in and for said County and State, hereby certify that Will Hill & Emily Hill whose name s signed to the foregoing mortgage, and who are known to me, acknowledged before me on this day that, being in-formed of the contents of the mortgage, they executed the same voluntarily, on the day the same bears date.

Given under my hand, this 2 day of April 1955. A. D. 195 *F. N. Snowden*

THE STATE OF ALABAMA, BALDWIN COUNTY:

I, a in and for said County and State, do hereby certify that on the day of 195, came before me the within named known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

Given under my hand, this day of A. D. 195

The State of Alabama,  
Baldwin County.

PROBATE COURT

I, W. R. STUART, Judge of Probate Court in and for said State and County, hereby certify

that the within and foregoing three pages

contain a full, true and complete copy of the mortgage from Will Hill and Emily Hill

his wife, to the Baldwin County Bank

as the same appears of record in my office in Mortgage Book No. 288

page 402-4.

Given under my hand and seal of office, this 10th day of March, 1960

*W. R. Stuart*

Judge of Probate

WARRANTY DEED

STATE OF ALABAMA  
BALDWIN COUNTY

BOOK 256 PAGE 509

KNOW ALL MEN BY THESE PRESENTS, That I, WILL HILL, widower, Grantor  
for and in consideration of the sum of ONE (\$1.00) Dollar and love and  
affection, to me in lawfully by MARRIEMERGOLD and LANEVCHIE M. MERGOLD,  
Inland and wife, Grantee, the receipt of which is hereby acknowledged, do  
hereby GRANT, SURRENDER, CONVEY AND CONFIRM unto the said Grantee, the following  
described real property in Baldwin County, State of Alabama, to-wit:

The South half of the Northeast quarter of the  
Northeast quarter of Section 12, Township 2,  
North, Range 3 East, in Baldwin County, Alabama.

Grantor reserves unto him self during his life time the use of  
said property.

TOGETHER WITH ALL AND SINGULAR the rights, tenements, privileges, tenements,  
hereditaments and appurtenances in anywise appertaining.

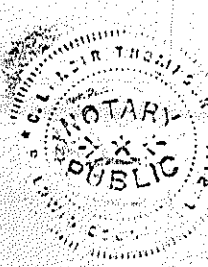
TO HAVE AND TO HOLD unto the said Grantee, their heirs and assigns  
forever. And I do warrant unto the said Grantee that I am lawfully seized  
in fee simple of the said premises; that I am in the quiet and peaceable  
possession of the same; that I have a good right to sell and convey the same  
unlawfully that said premises and that I will and lawfully will defend the title  
to and the possession of the same unto the said Grantee, their heirs and assigns  
against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 14  
day of September, 1957.

Will Hill (SEAL)

STATE OF ALABAMA  
BALDWIN COUNTY

I, C. L. McRae, Notary Public, do and for said County, in said  
State, hereby certify that WILL HILL, widower, 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 content of said conveyance, he executed the  
same voluntarily on the day then as hereunto.  
Given under my hand and seal on this the 14 day of September, 1957.



STATE OF ALABAMA BALDWIN COUNTY  
Filed 9-14-57  
Recorded and I certify that the following Privilege Tax  
has been paid: \_\_\_\_\_  
Deed Tax \_\_\_\_\_  
Mortgage Tax \_\_\_\_\_  
page 50  
book 118  
By [Signature]

W. H. Hill  
Judge of Probate  
By [Signature]

EXHIBIT "B"

The State of Alabama,  
Baldwin County.

PROBATE COURT

I, W. R. STUART, Judge of Probate Court in and for said State and County, hereby certify

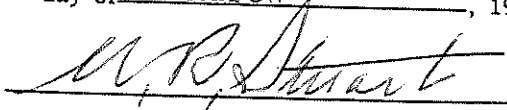
that the within and foregoing one pages

contain a full, true and complete copy of the deed from Will Hill to Henry Reynolds  
and Luevoing B. Reynolds,

as the same appears of record in my office in Deed Book No. 256

page 509.

Given under my hand and seal of office, this 10th day of March, 1960

  
Judge of Probate

EQUITY CASE NO. 4875

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WILL HILL,  
Complainant,

Vs.

W. V. PHILLIPS and NONIE  
V. PHILLIPS,  
Defendants.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

\*\*\*\*\*

IN EQUITY

\*\*\*\*\*

BILL OF COMPLAINT

\*\*\*\*\*

**FILED**  
MAR 11 1960  
ALICE J. DUCK, CLERK  
REGISTER

*I hereby accept service as attorney  
for Defendant Mrs Nonie V. Phillips  
individually and as Exec. of Estate  
W. V. Phillips. C. L. Phillips*

4875

THE STATE OF ALABAMA,  
BALDWIN COUNTY

WILL HILL

Complainant

vs.

W. V. PHILLIPS and NONIE V.

PHILLIPS,

Defendant

CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

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

KNOW ALL MEN BY THESE PRESENTS, That we Will Hill and C.C. Gantt,

are held and firmly bound unto W.V. Phillips and Nonie V. Phillips Defendant

in the sum of One Hundred and Twelve (\$112.00) DOLLARS,

to be paid to the said W.V. Phillips and Nonie V. Phillips Defendant

their heirs or assigns, for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and each of us, our heirs, executors and administrators, firmly by these presents.

Witness our hands and seals, this \_\_\_\_\_ day of March 1960

Whereas, the said Will Hill has filed his Bill of Complaint against W. V. Phillips and Nonie V. Phillips in the Circuit Court of Baldwin County, Alabama, in Equity, and has obtained thereon an order for the issuance of an injunction to restrain the said W.V. Phillips and Nonie V. Phillips from foreclosing that certain mortgage from Will Hill and Emily Hill to the Baldwin County Bank, a Corporation, of Bay Minette, Baldwin County, Alabama, dated April 2, 1955, and recorded in Mortgage Book 288, pages 402-4, on October 29, 1957, in the Probate Court of Baldwin County, Alabama, and from sell on March 14, 1960, during the legal hours of sale, at the front steps of the Baldwin County, Alabama, Court House, or at any other time or place, the following described real property, located in Baldwin County, Alabama, to-wit

The South half of the northeast quarter of the northeast quarter of Section 12, Township 3 North, range 3 East.

NOW THEREFORE ... (see reverse side of this page )



WILL HILL, )  
Complainant, )  
Vs. )  
W. V. PHILLIPS and )  
MRS NONIE V. PHILLIPS, )  
Defendants. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

CASE NO. \_\_\_\_\_

This cause being submitted to the Court upon application by the Complainant for a temporary writ of injunction, as prayed for in the original Bill of Complaint filed in this cause, and upon consideration thereof the court is of the opinion that the same should be granted;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that upon the Complainant entering into a good and sufficient bond, conditioned as provided by law, in the sum of \$112.00, to be approved by the Register of this Court, that the Register of this Court issue a temporary writ of injunction as prayed for in the said Bill of Complaint filed in this cause.

ORDERED and done on this the 11 day of March, 1960

Hubert M. Hill  
Judge.

FILED  
MAR 11 1960  
ALICE J. DUCK, CLERK  
REGISTER



WILL HILL,  
Complainant,  
Vs.  
W. V. PHILLIPS and  
MRS NONIE V. PHILLIPS,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

CASE NO. 4875

TO: W.V. PHILLIPS AND NONIE V. PHILLIPS.

Whereas, Will Hill, has exhibited his Bill of Complaint in Equity, in the Circuit Court of Baldwin County, Alabama, and has obtained from the Honorable Hubert M. Hall, judge of the 28th Judicial Circuit, an order for the issuance of an injunction to enjoin you as hereinafter mentioned; and, whereas, the said Complainant has, in accordance with said order, entered into bond, with security, in the sum of \$112.00, payable to W. V. Phillips and Nonie V. Phillips, and approved by the Register of said Court, conditioned according to law.

Now therefore, you, the said Defendants are hereby enjoined and restrained from foreclosing that certain mortgage from Will Hill and Emily Hill to Baldwin County Bank, a Corporation, of Bay Minette, Baldwin County, Alabama, and allegedly assigned to you, said mortgage being dated April 2, 1955, and filed for record on October 29, 1957, in Mortgage Book No. 288, at pages 402 to 404, in the Probate Court of Baldwin County, Alabama, and from selling on March 14, 1960, at the front steps of the Baldwin County Courthouse, during the legal hours of sale, or at any other time or place the following real property, located in Baldwin County, Alabama, to-wit:

The South half of the northeast quarter of the northeast quarter of Section 12, Township 3 North Range 3 East,

and this injunction you are required to obey under the penalties of law, until the further order of this Court.

WITNESS my hand this 11 day of March, 1960.

Archie Hulbert  
Register.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to execute this writ, and return the same with your endorsement thereon, to this Court, with all convenient speed.

Witness my hand, this 11 day of March, 1960.

Archie Hulbert  
Register.