

Original

THE STATE OF ALABAMA,
BALDWIN COUNTY.

SERVE ON _____

Circuit Court of Baldwin County
In Equity.

No. 659.

SUMMONS

Baldwin County Bank a

Corporation and James A. Stacey
as Guardian of Bulah Fay White,
a Minor over 14 years of age.

vs.

~~James A. Stacey~~

Hiram E. White,

Hon. Chas. Hall.

Solicitor for Complainant

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.

I, Hiram E. White, hereby accept service of this summons and
notice and waive further notice of same.

Service accepted this 18th day of March 1927.

Hiram E. White

Recorded in Vol _____ Page _____

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 Hiram E. White,

of Texas ~~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 Baldwin County Bank, a Corporation and James A. Stacey as
Guardian of of Bulah Fay White a minor over 14 years of age.

against said Hiram E. White et al.

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 28th day of February, 1928.

T. W. Richerson Register.

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

(over)

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

TO THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AND
TO THE HONORABLE JUDGE THEREOF:

Comes BALDWIN COUNTY BANK, a corporation, and James H. Stacey, as Guardian of Bulah Fay White, a minor over the age of fourteen years, as Complainants, and shows unto this Court and to the Honorable Judge thereof, as follows, to-wit:

FIRST.

That said Baldwin County Bank is a corporation, organized under the laws of the State of Alabama, doing business at BayMinette, Alabama; that said James H. Stacey is over the age of twenty-one years and lives in the Town of BayMinette, Alabama, and is the legal guardian of said Bulah Fay White, a minor over the age of fourteen years, and that said minor resides in the Town of BayMinette, Alabama, with her Mother, Mrs. Susan C. White.

SECOND.

Your complainants further show that, on to-wit: the 29th, day of January, 1912, Minnie B. Moore and John A. Moore, her husband, executed a mortgage to J. R. Thompson on the property described as follows, to-wit: Lots numbered fifty-nine and sixty-four in the Town of BayMinette, Alabama, as per plat of said town now of record in the office of the Judge of Probate of Baldwin County, Alabama, to secure to said J. R. Thompson the sum of Four hundred Dollars, and interest thereon, which said mortgage was filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on January 29th 1912, and recorded in Record Book No. 12 of Mortgages, Pages 42-43; that since the execution and recordation of said mortgage said J. R. Thompson has died and his estate was administered upon in the Probate Court of Baldwin County, Alabama, by J. W. Thompson and

(See Exhibits "D" and "E" hereto attached)

letters of administration duly issued to said J.W. Thompson as Administrator of said estate by the Judge of said Probate Court; that said Minnie B. Moore and John A. Moore failed to pay the indebtedness secured by said mortgage; that on or about the 25th, day of July 1918, said J. W. Thompson as Administrator of the estate of said J.R. Thompson, deceased, sold, assigned, set over and transferred to said Baldwin County Bank said mortgage and the note thereby secured for the sum of Four hundred Dollars, paid by said Bank to the said J. W. Thompson as Administrator as aforesaid, which said assignment was filed for record in the office of the Judge of Probate of said County of Baldwin on the 26th, day of November 1918, and recorded in Book No.18, of Mortgages on Page 616, that all of the indebtedness secured by said mortgage has not been paid to said Baldwin County Bank, hence this suit; that said Minnie B. Moore is dead and said John A. Moore resides in the Town of Bay Minette, Alabama, and is over Twenty-one years of age and of sound mind; that said Minnie B. Moore left surviving her the following heirs, namely: William M. Moore and Ethel Fletcher both of whom reside in the Town of Bay Minette, Alabama, and T. Hugh Moore who resides in Montgomery, Alabama, his address being; T. Hugh Moore, Care Montgomery Live Stock Commission Company, Inc., Montgomery, Alabama, and John A. Moore, Jr., who resides out side of the State of Alabama and whose address is: 1128 North Lyndale Avenue, Minneapolis, Minnesota, all of whom are the sole and only heirs and children of the said Minnie B. Moore, deceased, all being over twenty-one years of age and of sound mind.

THIRD.

Your complainants further show that on or about the 16th, day of September 1919, said John A. Moore, Sr., and Katie B. Moore, his wife, executed a mortgage to William M. Moore, J. A. Moore, Jr., T. Hugh Moore and Ethel Fletcher on the property described in said mortgage as follows; Lots Numbered 57, 58, 59, 62 and 63 as per plat of the Town of Bay Minette, Alabama, on file in the office of the

General land Agent of the Mobile and Montgomery Railway Co., excepting therefrom that portion of Lot Numbered 63 described as follows: Beginning at the Southwest corner of said Lot #64, running thence a Northwardly course along South side of Street 25 feet to a post, thence across at a right angle a Northwardly course 150 feet, thence at a right angle an Eastwardly course 25 feet to a post at the Northwest corner of Lot #64, thence along the West boundary line of Lot #64 a Southwardly course 150 feet to place of beginning, being a portion of lots purchased from Minnie B. Moore by Matilda Cooper, situated, lying and being in the Town of Bay Minette, Baldwin County, Alabama. Also a certain lot of land fifty feet square fronting on railroad street at the intersection of said Railroad Street and Bay Street in the Town of Bay Minette, Alabama, being fifty feet off of lot 57 nearest Railroad Street in said Town of Bay Minette, Baldwin County, Alabama, to secure to them an indebtedness of Two thousand, eight hundred & no/100 Dollars (\$2800.00), and interest thereon, which said mortgage was filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on the 2nd, day of October 1919, and recorded in Volume 20, of Mortgages on Page 96; that the indebtedness of \$2800.00 mentioned in said mortgage is evidenced by Eight promissory notes in the sum of ^{all dated September 16, 1919,} \$350.00 each/due and payable as follows: Four of said notes in the sum of \$350.00 each due and payable on January 1st, 1920, and Four of said notes due and payable on January 1st, 1921, two of above said notes payable to William M. Moore, two to J. A. Moore and two to Ethel Fletcher.

FOURTH.

That one of said notes dated September 16th, 1919, were made payable to the order of Ethel M. Fletcher ^{was endorsed by her and} and/William H. Fletcher, said Ethel M. Fletcher for a valuable consideration sold, transferred and delivered said note to said Baldwin County Bank, said note is unpaid and is now the property of said Baldwin County Bank; a copy thereof is hereto attached and marked exhibit *"A"*

FIFTH.

That one of said notes bearing date September 16th, 1919, were made payable to the order of Wm. M. Moore and was endorsed by him and said Wm. M. Moore sold, transferred and delivered said note for a valuable consideration to Baldwin County Bank; and said note is unpaid and is now the property of said Baldwin County Bank and a copy thereof is hereto attached and marked exhibit *"A" "B"*

SIXTH.

That one of said notes dated September 16th, 1919, were made payable to the order of J. A. Moore, Jr., and endorsed by him and he sold, transferred and delivered said note for a valuable consideration to the late Walter R. White, who departed this life on the 31st, day of August 1922, whose estate has been administered upon, settled up and his Administrator discharged; that said note so endorsed by said J. A. Moore, Jr., is unpaid and a copy of same is hereto attached and marked exhibit *"C"*, which said note is now the property of Mrs. Susan C. White, widow of said Walter R. White, deceased, and Mrs. Bessie W. Moore, Hiram E. White, Walter D. White, Clinton L. White and Mary Clyde White, all of whom are over twenty-one years of age, and Bulah Fay White, a minor, sole heirs at law and children of said Walter R. White, deceased, said widow and children reside in the Town of Bay Minette, Alabama, all of whom are of sound mind; said note so endorsed by said J. A. Moore, Jr., is now in the custody of said James H. Stacey as Guardian of said Bulah Fay White, minor, hence said James H. Stacey joins in this suit as such guardian for the purpose of collecting the amount due on the note endorsed by said J. A. Moore, Jr., for the use and benefit of the said minor and the other heirs of said Walter R. White, deceased.

SEVENTH.

That a copy of the written assignment of mortgage and note made by Minnie B. Moore and John A. Moore, her husband, to said J. R. Thompson, is hereto attached and marked exhibits *"O" and "E"*

and by reference is hereby expressly made a part of this bill of complaint.

EIGHT.

That your complainants avers that the said ^{unpaid} notes mentioned in this bill of complaint and secured by said mortgages are still due and unpaid and that your complainants have elected to foreclose said mortgage in and through this Honorable Court in order to collect and satisfy the indebtedness mentioned in said notes and in said mortgages.

NINTH.

That copies of the mortgages referred to in this bill of complaint are hereto attached and by reference are hereby expressly made a part of this bill of complaint.

PRAYER FOR PROCESS.

The premises considered, your complainants respectfully prays that ^{John A. Moore and} said John A. Moore, Jr., William M. Moore, Ethel Fletcher, T. Hugh Moore, Mrs. Susan C. White, Walter D. White, Clinton L. White, Hiram E. White and Mary Clyde White be made parties respondents to this your complainants bill of complaint and that service be had upon the said respondents according to the course and practice of this Honorable Court.

PRAYER FOR RELIEF.

And your complainants further prays that this Honorable Court take jurisdiction of this cause, ascertain and decree the amount of the indebtedness due to your complainants under and by the terms of said mortgages and notes and also ascertain and decree the amounts, if any, due under and by the terms of said mortgages to said T. Hugh Moore, Mrs. Susan C. White, Hiram E. White, Bessie W. Moore, Walter D. White, Clinton L. White and Mary Clyde White and also what will be a reasonable Solicitor's fee to be paid to the Solicitor for conducting this foreclosure

proceeding as provided for under and by the terms of said mortgage and notes and that this Honorable Court may be pleased to decree that said mortgages be foreclosed on the property described in said bill of complaint and in said mortgages ^{be} condemned and sold to satisfy the said indebtedness and Solicitor's fees and that said respondents equity of redemption in said property be foreclosed. And if your complainants have not asked for the proper relief your complainants further prays that they may have such further and other relief in the premises as the nature of their case shall require and as to this Honorable Court may seem meet. And the complainants submits themselves to the jurisdiction of the Court and offers to do whatever the Court may consider necessary to be done on their part towards making the decree which they seek just and equitable with regard to the other parties to this suit.

Charles Hall
 Solicitor for Complainants.

FOOT NOTE.

The Respondents are hereby required to answer each and every allegation of the above and foregoing bill of complaint from paragraph one to nine, all inclusive, but not under oath, oath to answer being expressly waived.

Charles Hall
 Solicitor for Complainants.

THE STATE OF ALABAMA, :
 :
 BALDWIN COUNTY. :

Before me, Cornelia Hall, a Notary Public in and for said County and State, personally appeared Charles Hall, known to me, whose name is signed to the above bill of complaint, and being sworn by me he stated that he has read the above bill of complaint

subscribed by him, and knows the contents thereof, and that the same are true of his own knowledge, except as to the delivery of the note mentioned in the foregoing bill of complaint to the late Walter R. White, and that from information and belief concerning the delivery of said note to the late Walter R. White he believes the allegations as to said note to be true.

Edward Hall

Subscribed and sworn to before
me this 25th, day of February, 1927.

Cornelia Hall
Notary Public, Baldwin County, Ala.

Shirley "A" 1919
\$350.00 Bay Minette, Ala., September 16th, 1919
January 1st, 1921 after date, without grace, we promise to pay to the
order of ~~BALDWIN COUNTY BANK~~ Wm. M. Moore
Three hundred fifty and 00/100 (\$350.00) DOLLARS,
for value received, in gold coin of the United States of the present standard of weight and fineness,
with interest from ~~Maturity~~ date until paid.
PAYABLE AT THE BALDWIN COUNTY BANK IN BAY MINETTE, ALABAMA

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suits or otherwise. And the maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. Witness our hands and seals on the date hereof.
8¢ Internal Revenue Stamps. J.A. Moore, Sr.
Due No. Katie B. Moore.

Shirley "A" 1919

\$350.00 Bay Minette, Ala., September 16, 1919 191
January 1, 1921 after date, without grace, we promise to pay to the
order of ~~BALDWIN COUNTY BANK~~ J.A. Moore, Jr.,
Three hundred fifty and 00/100 (\$350.00) DOLLARS,
for value received, in gold coin of the United States of the present standard of weight and fineness,
with interest from ~~Maturity~~ date until paid.
PAYABLE AT THE BALDWIN COUNTY BANK IN BAY MINETTE, ALABAMA

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suits or otherwise. And the maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. Witness our hands and seals on the date hereof.
8¢ Internal Revenue Stamps J.A. Moore, Sr.
Due No. Katie B. Moore

Shirley "A" 1919

\$350.00 Bay Minette, Ala., September 16th, 1919
January 1st, 1921 after date, without grace, we promise to pay to the
order of ~~BALDWIN COUNTY BANK~~ Ethel M. Fletcher
Three hundred fifty and 00/100 (\$350.00) DOLLARS,
for value received, in gold coin of the United States of the present standard of weight and fineness,
with interest from ~~Maturity~~ date until paid.
PAYABLE AT THE BALDWIN COUNTY BANK IN BAY MINETTE, ALABAMA

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suits or otherwise. And the maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. Witness our hands and seals on the date hereof.
8¢ Internal revenue stamps J.A. Moore, Sr.
Due No. Katie B. Moore

Shirley "A" 1919

\$400.00 Bay Minette, Ala., Jan. 29, 1912 191
December 1st, 1912 after date, without grace, we promise to pay to the
order of ~~BALDWIN COUNTY BANK~~ J.R. Thompson
Four hundred DOLLARS,
for value received, in gold coin of the United States of the present standard of weight and fineness,
with interest from Maturity until paid.
PAYABLE AT THE BALDWIN COUNTY BANK IN BAY MINETTE, ALABAMA

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suits or otherwise. And the maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

\$400.00 Bay Minette, Ala., Jan. 29, 1912 191
 De cember 1st, 1912 after date, without grace, we promise to pay to the
 order of ~~BALDWIN COUNTY BANK~~ J. R. Thompson
 Four hundred ----- DOLLARS,
 for value received, in gold coin of the United States of the present standard of weight and fineness,
 with interest from Maturity. ----- until paid.
 PAYABLE AT THE BALDWIN COUNTY BANK IN BAY MINETTE, ALABAMA
 The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any re-
 newal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of
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 ments necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is
 payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guaran-
 tor, or any one of them.
 Minnie B. Moore
 John A. Moore
 Due No -----

Exhibit "O"

\$350.00 Bay Minette, Ala., September 16, 1919 191
 January 1, 1921 after date, without grace, we promise to pay to the
 order of ~~BALDWIN COUNTY BANK~~ J. A. Moore, Jr., -----
 Three hundred fifty and 00/100 (\$350.00) ----- DOLLARS,
 for value received, in gold coin of the United States of the present standard of weight and fineness,
 with interest from Maturity date ----- until paid.
 PAYABLE AT THE BALDWIN COUNTY BANK IN BAY MINETTE, ALABAMA
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 payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guaran-
 tor, or any one of them. Witness our hands and seals on the date hereof.
 J. A. Moore, Sr.
 8¢ Internal Revenue Stamps
 Due No -----
 Katie B. Moore

Exhibit "O"

\$350.00 Bay Minette, Ala., September 16th, 1919
 January 1st, 1921 after date, without grace, we promise to pay to the
 order of ~~BALDWIN COUNTY BANK~~ Ethel M. Fletcher -----
 Three hundred fifty and 00/100 (\$350.00) ----- DOLLARS,
 for value received, in gold coin of the United States of the present standard of weight and fineness,
 with interest from Maturity date ----- until paid.
 PAYABLE AT THE BALDWIN COUNTY BANK IN BAY MINETTE, ALABAMA
 The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any re-
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 on the date hereof.
 J. A. Moore, Sr.
 8¢ Internal revenue stamps
 Due No -----
 Katie B. Moore

Exhibit "O"

\$350.00 Bay Minette, Ala., September 16th, 1919
 January 1st, 1921 after date, without grace, we promise to pay to the
 order of ~~BALDWIN COUNTY BANK~~ Wm. M. Moore -----
 Three hundred fifty and 00/100 (\$350.00) ----- DOLLARS,
 for value received, in gold coin of the United States of the present standard of weight and fineness,
 with interest from Maturity date ----- until paid.
 PAYABLE AT THE BALDWIN COUNTY BANK IN BAY MINETTE, ALABAMA
 The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any re-
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 tor, or any one of them. Witness our hands and seals on the date hereof.
 J. A. Moore, Sr.
 8¢ Internal Revenue Stamps.
 Due No -----
 Katie B. Moore.

...waives all right of exemption of property from levy and sale under execution or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof, that he shall pay all costs of collecting this note, after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in anyway, in any suit, against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

Wm. M. Moore

Interest endorsement.

12/29/20 - \$28.50 to 1-1-21
9/20 - \$14.25 to 7-1-21.

Interest endorsement.
12/29/20 - \$28.50 to 1-1-21
12/29/20 - \$16.20 to 9-1-21
9/6/21 - \$7.10 to 12-1-21
12/3/21 - \$5.00 to 1-30-22

Ethel M. Fletcher
William H. Fletcher

...waives all right of exemption of property from levy and sale under execution or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof, that he shall pay all costs of collecting this note, after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in anyway, in any suit, against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

J.A. Moore, Jr.

Jan. 2, 1923
Cr. by Int. \$50.00

Pay to the order of Baldwin
County Bank, without recourse.
J.W. Thompson, Admin-
istrator of the est of
J.R. Thompson, decd.

...waives all right of exemption of property from levy and sale under execution or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof, that he shall pay all costs of collecting this note, after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in anyway, in any suit, against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

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Pay to the order of Baldwin
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J.W. Thompson, Admin-
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Ethel M. Fletcher
William H. Fletcher

Interest endorsement.
12/29/20 - \$28.50 to 1-1-21
12/29/20 - \$16.20 to 9-1-21
9/6/21 - \$7.10 to 12-1-21
12/3/21 - \$5.00 to 1-30-22

of exemption of property from levy and sale under execution or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof, that he shall pay all costs of collecting this note, after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in anyway, in any suit, against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

J.A. Moore, Jr.

Jan. 2, 1923
Cr. by Int. \$50.00

of exemption of property from levy and sale under execution or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof, that he shall pay all costs of collecting this note, after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in anyway, in any suit, against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

Wm. M. Moore

Interest endorsement.
12/29/20 - \$28.50 to 1-1-21
12/29/20 - \$14.25 to 7-1-21.

THE STATE OF ALABAMA, }
BALDWIN COUNTY. }

Shirley D.

KNOW ALL MEN BY THESE PRESENTS, That we, Minnie B. Moore and John A. Moore, her husband, in consideration of the sum of Four Hundred Dollars, to them in hand paid, by J.R. Thompson, the receipt of which is hereby acknowledged, do grant, bargain, sell and convey unto said J. R. Thompson, his heirs and assigns forever, ALL of the following described real property in Baldwin County, Alabama, towit:- Lots Numbered Fifty-nine and Sixty-four in the Town of Bay Minette, Baldwin County, Alabama, as per plat of said Town now of record in the office of the Judge of Probate of Baldwin County, Alabama.

TO HAVE AND TO HOLD, the above granted and described premises with the appurtenances unto the said J. R. Thompson, and to his heirs and assigns, and to their sole and only proper use, benefit and behoof forever. PROVIDED ALWAYS, and these Presents are upon the express condition, that if the said Minnie B. Moore and John A. Moore shall well and truly pay to the said J. R. Thompson the sum of Four Hundred Dollars December 1st, 1912, according to the tenor of one note bearing even date with this instrument and due December 1st, 1912.

Then these presents shall cease, determine and to be void, otherwise to remain in full force.

AND the said Minnie B. and John A. Moore do hereby vest the said J. R. Thompson or his assigns with full power and authority upon the happening of a default in the payment of the note above described to sell their interest in said real property above described at public sale for cash, giving 20 days notice in a newspaper published in Bay Minette, Alabama, and the proceeds to apply, first, to the payment of the amount due on said note with interest on same; second, to the payment of the costs of sale, including a reasonable attorney's fee, and if there shall be a surplus, then the balance to be paid over to Minnie B. and John A. Moore, And we do authorize the said J. R. Thompson to conduct the sale, and to make Deed to the purchaser and the title so made we hereby agree to defend against all persons. It is agreed

office for record on the 29th day of January 1912, and I further certify
County, do hereby certify that the within instrument was filed in this
I, E.H.H. Smith, Judge of Probate, in and for said

THE STATE OF ALABAMA,
BALDWIN COUNTY,
OFFICE OF THE JUDGE OF PROBATE COURT.

Walter E. White,
Notary Public, Baldwin County,
Alabama.

of January 1912.

In witness whereof, I hereunto set my hand this 29th day
and without fear, constraint or threats on the part of her husband,
acknowledged that she signed the same of her own free will and accord,
and apart from her husband touching her signature to the above instrument
the wife of the above named John A. Moore, who being examined/separate
came before me the above named Minnie B. Moore, known to me to be
And I do further certify that on the 29th day of January 1912,

Walter R. White,
Notary Public, Baldwin County,
Alabama.

(Seal)

Given under my hand this 29th day of January A.D. 1912.

same voluntarily on the day the same bears date.
being informed of the contents of the conveyance they executed the
and who are known to me, acknowledged before me, on this day, that
John A. Moore, whose names are signed to the foregoing conveyance
for said County and State, hereby certify that Minnie B. Moore and
I, Walter R. White, a Notary Public in and

THE STATE OF ALABAMA,
BALDWIN COUNTY.

John A. Moore. (Seal)
Minnie B. Moore. (Seal)

SIGNED SEALED AND DELIVERED IN PRESENCE OF,

in the year of our Lord one thousand nine hundred and twelve.
Given under our hands and seals this 29th day of January
stranger to this instrument.

that the mortgage, herein may bid at said sale as if he were a

that the same is duly recorded in Record Book No.12 Mtg,Page
42 and 43 and duly examined.

Witness my hand this the day of 3rd, Feb.1912.

J.H.H.Smith, Judge of Probate
Baldwin County.

STATE OF ALABAMA, :
BALDWIN COUNTY. :

I, J.H.H.Smith, Judge of Probate for said
County, hereby certify that the following privilege tax has been
paid on the within instrument as required by Acts 1902 & 1903
\$ Cts. 60.

J.H.H.Smith, Judge of Probate.

Exhibit "D"

1918.

Given under my hand on this the 25th, day of July

I, W. O. Beebe, a Notary Public in and for said State and County, hereby certify that J. W. Thompson, whose name as administrator of the estate of J. R. Thompson, deceased, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such administrator, executed the same voluntarily on the day the same bears date.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

J. W. Thompson,
Administrator of estate of
J. R. Thompson, deceased.

and seal on this the 25th, day of July 1918.

of the estate of J. R. Thompson, deceased, have hereunto set my hand

IN WITNESS WHEREOF I, J. W. Thompson, as administrator

and PRIVILEGES contained in said mortgage.

TRANSFERRED unto the said BALDWIN COUNTY BANK all the RIGHTS, POWERS

Judge of Probate of Baldwin County, ALABAMA, GIVING, GRANTING, and

ALABAMA, as per plat of said Town now on record in the office of the

Fifty-nine and Sixty-four in the Town of Bay Minette, Baldwin County,

Alabama, for the sum of FOUR HUNDRED DOLLARS conveyed lots number

on file in the office of the Judge of Probate of Baldwin County,

Twelve of Mortgages, pages Forty-two and Forty-three, of the records

Thompson, Deceased, dated January 29th, 1912, recorded in Book

MINNIE B. MOORE and JOHN A. MOORE, her husband, to the said J. R.

said BALDWIN COUNTY BANK that certain note and mortgage made by

by acknowledged, do hereby ASSIGN, SET OVER and TRANSFER unto the

under the laws of the State of Alabama, the receipt of which is here-

in hand paid by the BALDWIN COUNTY BANK, a corporation organized

part, in consideration of the sum of FOUR HUNDRED DOLLARS to me

administrator of the estate of J. R. Thompson, deceased, of the first

KNOW ALL MEN BY THESE PRESENTS, That I, J. W. Thompson,

THE STATE OF ALABAMA,
BALDWIN COUNTY.

J. W. Thompson

THE STATE OF ALABAMA,
BALDWIN COUNTY.

} Office of the Judge of the Probate Court.
}

I, James M. Voltz, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 26th, day of November 1918, at 10 O'Clock A. M. , and I further certify that the same is duly recorded in Record Book No. 18 Mtgs., page 616, and duly examined.

Witness my hand this 30th, day of November 1918.

James M. Voltz.

Judge of Probate Court
By, J. L. Kessler, Clerk.

"E"
Spitzer

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Exhibits "G"

KNOW ALL MEN BY THESE PRESENTS, That whereas, the undersigned J. A. Moore, Sr., and Katie B. Moore, his wife, are justly indebted to Wm. M. Moore, J.A. Moore, Jr., T. Hugh Moore and Ethel Fletcher in the sum of Twenty-eight Hundred (\$2800.00) Dollars, evidenced by eight promissory notes dated September 16th, 1919, and due and payable as follows: Four of the said notes in the sum of \$350.00 each, due and payable January 1st, 1920, and four notes remaining unpaid shall be due and payable on January 1st, 1921. Two of the above notes payable to Wm. M. Moore, Two to J.A. Moore, Jr., Two to T. Hugh Moore and Two to Ethel M. Fletcher, and whereas, the said J. A. Moore, Sr., and Katie B. Moore desirous of securing the prompt payment of said notes when the same fall due. Now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said J. A. Moore, Sr., and Katie B. Moore, have bargained and sold, and they do hereby grant, bargain, sell and convey unto the said Wm. M. Moore, J.A. Moore, Jr., T. Hugh Moore, and Ethel Fletcher, the following described real estate, situated in Baldwin County and State of Alabama, to-wit:

Lots Numbered 57, 58, 59, 62 and 63 as per plat of the Town of Bay Minette, Alabama, on file in the office of the General Land Agent of the Mobile and Montgomery Railway Co., excepting therefrom that portion of Lot Numbered 63 described as follows: Beginning at the Southwest corner of said Lot #64, running thence a Northwardly course along South side of Street 25 feet to a post, thence across at a right angle a Northwardly course 150 feet, thence at a right angle an eastwardly course 25 feet to a post at the Northwest corner of Lot #64, thence along the West boundary line of Lot #64 a Southwardly course 150 feet to place of beginning, being a portion of lots purchased from Minnie B. Moore by Matilda Cooper, situated, lying and being in the town of Bay Minette, Baldwin County, Alabama,

Also a certain lot of land fifty feet square fronting on Railroad Street at the intersection of said Railroad Street and Bay Street in the Town of Bay Minette, Ala., being fifty feet off of lot 57 nearest Railroad Street in said Town of Bay Minette, Baldwin County, Ala., warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD, the above granted premises unto the said Wm. M. Moore, J. A. Moore, Jr., T. Hugh Moore and Ethel Fletcher, their heirs and assigns forever. And for the purpose of further securing the payment of said note they do hereby agree to pay all the taxes and assessments when imposed legally upon said premises, and should they make default in the payment of same, said Wm. M. Moore, J. A. Moore, Jr., T. Hugh Moore or Ethel Fletcher may at their option pay off the same; and to further secure the said indebtedness first above named they agree to keep said property insured for at least Dollars loss, if any, payable to said as interest may appear, and if fail to keep said property insured as above specified, then the said may at option insure said property for said sum for own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by shall become a debt to additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said and be due and payable at the maturity of .

UPON CONDITION, HOWEVER, THAT if the said J. A. Moore, Sr., or Katie B. Moore pay said note and reimburse said Wm. M. Moore, J. A. Moore, Jr., T. Hugh Moore or Ethel Fletcher for any amount they may have expended as taxes and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Wm. M. Moore, J. A. Moore, Jr., T. Hugh Moore or Ethel Fletcher or should said notes or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Wm. M. Moore, J. A. Moore, Jr., T. Hugh Moore or Ethel Fletcher or their assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said mortgages or any one of them, their agent or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving 20 days notice, by publication once a week, for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published at Bay Minette, in said County and State, to sell the same in front of the Court House door of said County, at public outcry to the highest bidder, for cash, and to apply the *****

proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; Third, to the payment of said notes in full, whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of the sale, and Fourth, the balance if any, to be turned over to the said J. A. Moore, Sr., or Katie B. Moore, And we further agree that said mortgagees their agent or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and we further agree to pay a reasonable attorney's fee to said mortgagees or their assigns, for foreclosure of this mortgage in chancery. Should same be foreclosed said fee to be a part of the debt hereby secured.

Witness hands and seals this 19th, day of September, A.D. 1919.

WITNESS:

	}	J. A. Moore, Sr.	(Seal)
	}	Katie B. Moore.	(Seal)

THE STATE OF ALABAMA,
BALDWIN COUNTY.

I, Henry D. Moorner, a Notary Public in and for said County, in said State, hereby certify that J.A.Moore, Sr., and Katie B. Moore, his wife, whose names are signed to the foregoing conveyance, and who are know to me, acknowledged before me on this day, that, being informed of the contents of this conveyance they executed the same volubtarily on the day the same bears date.

Given under my hand, this 1st, day of October A.D.1919.

Henry D. Moorner
Notary Public.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

I, Henry D. Moorner, a Notary Public in and for said County, in said State, hereby certify that on the 1st, day of October 1919, came before me the within named Katie B. Moore, known to me(or

made known to me) to be the wife of the within named J.A. Moore, Sr., 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, constraints, or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this 1st, day of October, A.D. 1919.

(Seal)

Henry D. Moorer.
Notary Public.

THE STATE OF ALABAMA, :
: :
BALDWIN COUNTY. : :

I, Jas. M. Voltz, Judge of the Probate Court of said County, hereby certify that the foregoing conveyance was filed for registration in this office on the 2nd, day of October 1919, and was recorded in Vol. 20 Mtgs, Record of Mtgs., Page 96, on the 3rd, day of October 1919.

Given under my hand at office, this 3rd, day of October 1919.

(Seal)

Jas. M. Voltz.
Judge of Probate.
By, J.L. Kessler, Clerk.

The State of Alabama, :
Baldwin County. :

I, James M. Voltz, Judge of Probate for said County, hereby certify that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1903 viz: \$ 4 cts. 20. James M. Voltz, Judge of Probate,
By, J.L. Kessler, Clerk.

CHARLES HALL
ATTORNEY-AT-LAW
BAY MINETTE, ALA.

May 24, 1927.

Baldwin County Bank, a corporation, and James H. Stacey, as Guardian of Bulah Fay White, Minor, Complainants.

Versus.

John A. Moore and John A. Moore, Jr.,
WM.M. Moore, Ethel Fletcher, T. Hugh
Moore, Mrs. Susan C. White, Walter D.
White, Clinton L. White and Mary Clyde
White, Respondents.

Hon. T. W. Richerson,
Register of Circuit Court
of Baldwin County,
Bay Minette, Ala.,

Dear Sir:-

Have to advise that the debt for which the above mentioned suit was commenced has been settled and costs paid to your Honor. You are hereby authorized to dismiss said suit and enter an order on the Chancery Court docket dismissing same.

Yours truly,

Charles Hall
Charles Hall,
Solicitor for the
above said named
Complainants.

CH/MT

No.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

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 T. Hugh Moore,

C/o Montgomery Live Stock Commission Co, Inc.

Montgomery Ala.

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 Baldwin County Bank and James A. Stacey, as Guardian of the Estate of Bulah Fay White a minor over 14 years of age.

against said T. Hugh Moore et al.

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 28th day of February 1927.

T. W. Richerson Register.

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

Original

THE STATE OF ALABAMA,
BALDWIN COUNTY.

SERVE ON _____

Circuit Court of Baldwin County
In Equity.

No. _____

SUMMONS

Baldwin County Bank, and
James A. Stacey, as Guardian
of Bulah Fay White, a minor
over 14 years of age.

vs.

T. Hugh Moore
c/o Montgomery Live Stock
Commission Co.
Montgomery, Alabama.

CHAS. HANJ.

Solicitor for Complainant

Received in office this ~~February 28th~~

day of _____ 192

Sheriff.

Executed this 3 day of

May 1927

by leaving a copy of the within Summons with

T. H. Moore

Defendant.

John G. Swartz
Sheriff.

By W. W. Wally
Deputy Sheriff.

Recorded in Vol. _____ Page _____

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 T. Hugh Moore,

C/o Montgomery Live Stock Commission Co., Inc.

Montgomery Ala.

of ~~Baldwin~~ Montgomery 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 Baldwin County Bank and James A. Stacey, as Guardian Bulah Fay White a minor over 14 years of age.

against said T. Hugh Moore et al.

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 28th day of February 1927.

T. W. Richerson Register.

N. B.—Any party defendant is entitled to a copy of the bill upon application to the 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 John A. Moore, Jr.,

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of Minnesota. ~~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 Baldwin County Bank a Corporation and James A. Stacey as Guardian of Bulah Fay White, a minor over 14 years of age.

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against said John A. Moore, Jr.,

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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 28th day of February 1927.

T. W. Richerson Register.

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

Original

THE STATE OF ALABAMA,
BALDWIN COUNTY.

SERVE ON.....

Circuit Court of Baldwin County
In Equity.

No.

SUMMONS

Baldwin County Bank a
Corporation, ~~Plaintiff~~ and
James A. Stacey as Guardian
of Bulah Fay White a
Minor over 14 years of age.

vs.

John A. Moore, Jr.,

Defendant.

Sheriff.

By McG
~~11/20/92~~ Deputy Sheriff.

*Copy of Complaint
Summons with
mailed by Reg mail
to John A Moore, Jr.,
1128. N Lyndale Ave.
Minneapolis
Minn*

Received in office this.....

day of..... 192.....

Sheriff.

Executed this..... day of.....

192.....

by leaving a copy of the within Summons with.....

Sheriff.

HON Chas. Hall.

Solicitor for Complainant

Recorded in Vol..... Page.....

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 William M. Moore, Ethel Fletcher,
~~James H. Stacey~~, Mrs. Susan C. White, Walter D. White, Clinton E. White,
Mary Clyde White,

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 Sum-
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by
Baldwin County Bank a Corporation, and James H. Stacey;
as Guardian of Bulan Fay White a minor over the age of fourteen years.

against said William M. Moore, Ethel Fletcher, Mrs. Susan C. White,
Walter D. White, Clinton E. White, Mary Clyde White,

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 28th day of
February 1927

T. W. Richerson 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. _____

SUMMONS

Baldwin Co, Bank,
& James A. Stacey, Guardian
of Bulah Fay White, a
minor over 14 years of age.

vs.

William Moore, Ethel Fletcher,
Mrs. Susan C. White, Walter D.
White, Clinton L. White, Mary
Clyde White.

Chas. Hall.

Solicitor for Complainant

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this 28th,
day of February, 1927.

J. W. Hadley
Sheriff.

Executed this 9th
day of March, 1927.

by leaving a copy of the within Summons with
the within named

Parties.
Defendant.

J. W. Hadley
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

John A. Moore

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 Baldwin County Bank and James A. Stacey as Guardian,

against said John A. Moore,

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 12th day of March 1927.

T. W. Richerson 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.

SUMMONS

Baldwin County Bank,
and James A. Stacey as
Guardian.

vs.
John A. Moore et al.

Chas. Hall.

Solicitor for Complainant

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this March 12th,

1927

J. W. Stalley
Sheriff.

Executed this 17th day of
March 1927

by leaving a copy of the within Summons with

John A. Moore

Defendant.

J. W. Stalley
Sheriff.

By *J. J. Staley*
Deputy Sheriff.

NOTICE TO NON-RESIDENT.

Moore Ptg. Co—Bay Minette.

John A. Moore, Jr., as Plaintiff,
and *James L. Moore, as Defendant of said*
John A. Moore, Jr., a minor over the age of 21
years. No. *100.*

vs.
John A. Moore, Jr., et al.

The State of Alabama,
Baldwin County.

Circuit Court, in Equity.

This the *25th* day of

January, 192*7*

In this cause it being made to appear to the Clerk of this Court by the affidavit of
Wm. Chas. Hall, attorney for plaintiff,

that the Defendant *John A. Moore, Jr., et al.*

is a non-resident of the State of Alabama *and resides at 1180, South Riverside Avenue*
Memphis, Tennessee.

and further, that, in the belief of said Affiant... the Defendant *is* over the age of 21
years; it is, therefore, ordered that publication be made in the Baldwin Times, a newspaper publish-
ed in Bay Minette, Baldwin County, Alabama, once a week for four consecutive weeks, requiring
the said *John A. Moore, Jr., et al.*

to answer or demur to the Bill of Complaint in this cause by the *25th* day of
April 192*7*, or after thirty days therefrom a decree Pro Confesso may be
taken against *him.*

Wm. Chas. Hall
Attorney for Complainant's.

E. W. Richardson,
Register.

