ALBERT W. KELLER, As Trustee, et al, Complainants,	IN THE CIRCUIT COURT OF
vs	BALDWIN COUNTY, ALABAMA.
	IN EQUITY,
JOHN STELK, et al, Defendants.	No. 758.

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY SITTING.

I, T. W. Richerson, Register of the Circuit Court of Baldwin County, Alabama, in equity sitting, under authority of, and in conformity with that certain decree heretofore rendered in the said cause May 28, 1929, after having given due notice to the Defendants in said cause of the time and place, did on June 10, 1929, at my office in Bay Minette, Baldwin County, Alabama, proceed to hold a reference to ascertain the amount of indebtedness due under the deed of trust foreclosed in said proceeding and to ascertain the lawful expenses of said trustee under the aforesaid deed of trust and his compensation thereunder, and to ascertain a reasonable Solicitors fee to be allowed Complainants Solicitors in said cause, and at the said reference the Complainants appeared by their Solicitors, Beebe & Hall, and did produce and offer in evidence the testimony of Charles C. Hand, as to the reasonable compensation to be allowed for the Trustee for his services in the management of said orchard, and did offer and produce the testimony of Norborne Stone, a practicing attorney of Bay Minette Bar, as to a reasonable Solicitors fee to be allowed Complainants Solicitors, and did offer the testimony of Albert W. Keller with reference to all of the matters of the said reference, together with the exhibits thereto attached, and the bonds held by the several Complainants and by the Defendant, Vera DePaola, and the said matters being considered by me, as Register, I did ascertain that there is owing and due on the several bonds

outstanding under the said deed of trust the total sum of $3331.87 Dollars, of which said sum the amount of $463.69 Dollars is due and owing to Minnie Ammen, of which said sum the amount of $245.94 Dollars is due and owing to Catherine Basso, of which said sum the amount of $301.03 Dollars is due and owing to Wendel Czieger, of which said sum the amount of $685.32 Dollars is due and owing to Frank Dumalski, of which said sum the amount of $1360.39 Dollars is due and owing to Lena Fricke, of which said sum the amount of $144.11 Dollars is due and owing to George Faltum, of which said sum the amount of $1622.94 Dollars is due and owing to Fred Hufnagel, of which said sum the amount of $2670.79 Dollars is due and owing to Johanna Hoppe, of which said sum the amount of $238.90 Dollars is due and owing to Anna Kohl, of which said sum the amount of $140.59 Dollars is due and owing to Martha Klein, of which said sum the amount of $140.59 Dollars is due and owing to Minna Klein, of which sum the amount of $3426.54 Dollars is due and owing to Martha Lehrman, of which said sum the amount of $137.07 Dollars is due and owing to Tillie Raabe, of which said sum the amount of $467.55 Dollars is due and owing to Carrie S. Tuttle, of which said sum the amount of $811.46 Dollars is due and owing to William Sewerien, of which said sum the amount of $1690.22 Dollars is due and owing to August Sellin, of which said sum the amount of $144.11 Dollars is due and owing to Gustav Huebner, of which said sum the amount of $140.59 Dollars is due and owing to Frank Ehlschlager, of which said sum the amount of $1552.28.10 Dollars is due and owing to Albert W. Keller, and of which said sum the amount of $245.94 Dollars is due and owing to Vera DePaola; and I did further ascertain that

the reasonable expenses of the said Trustee in the management and care of the said orchard was, to and including April 20, 1929, the sum of $1333.25 Dollars; that a reasonable compensation to be allowed the said trustee for his services in the management and care of said orchard was, to and including June 8, 1929, Two Thousand Dollars; that a reasonable compensation to Complainants Solicitors in the said cause is Thirty-five Hundred Dollars; and I did further ascertain that the said Trustee is entitled to five per cent of all monies received by him from rents and profits of the said property while so acting as trustee, and that he did receive while so acting as trustee, the sum of Fifteen Hundred Sixty-three and 48/100 Dollars, and that he is entitled to five per cent of such amount, namely, the sum of $78.17 Dollars.

NOW THEREFORE in conformity with the said order of reference I did ascertain and do here report that there is due and owing under the said deed of trust on the said bonds the total amount of $33318.87 Dollars, of which said sum there is owing to each of the respective holder thereof the following amounts: to Minnie Ammen, $463.69 Dollars, to Catherine Basso, $245.94 Dollars, to Wendel Czieger, $301.403 Dollars, to Frank Dumalski, $685.32 Dollars, to Lena Fricke, $1360.39 Dollars, to Fred Hufnagel, $1622.94 Dollars, to Johanna Hoppe, $267.79 Dollars, to Anna Kohl, $238.96 Dollars, to Martha Klein, $140.59 Dollars, to Minna Klein, $140.59 Dollars, to Martha Lehrman, $342.54 Dollars, to Tillie Raabe, $137.07 Dollars, to Carrie S. Tuttle, $469.55 Dollars, to William Sewerien, $811.46 Dollars, to August Sellin, $1690.22 Dollars, to Gustav Huebner, $144.11 Dollars, to Frank Ehlschlager, $140.59 Dollars, to Albert W. Keller, $1552.10, to George Faltine $144.11

_____ Dollars, and to Vera DePaola, $245.94 Dollars, and there is owing to said trustee for compensation for monies expended in the care and management of the said orchard, for his services in the management and care of said orchard and for fees allowable under the said deed of trust the amount of _____ $341.42 Dollars, that there is due to the Complainants as a reasonable Solicitors fee for Solicitors, the sum of $3500.00 _____ Dollars; that the total of the aforesaid sums owing and due under the aforesaid deed of trust is the sum of $4023.29 Dollars.

Respectfully submitted.

This June 10, 1929.

T. M. Rhiemann

Register

758 12

Killevital
vs
Stilk, et al

Report of Reference

RECORDED

Filed June 10, 1929
T. W. Reimer
Register

ALBERT W. KELLER, AS TRUSTEE, et al,
Complainant,

vs

JOHN STELK, et al,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY.
No. 758.

A decree of the Court in the above styled cause having been rendered on the 28th., day of May, 1929, ordering and directing the Register of this Court to hold a reference to ascertain the amount of indebtedness due under the deed of trust sought to be foreclosed by the said proceedings, and to ascertain the lawful expenses of the Trustee under the said deed of trust and his compensation thereunder, and to ascertain a reasonable attorneys fee to be allowed Complainants attorneys in this cause, the 10th., day of June, 1929, at ten o'clock, A. M. be and the same is hereby set as a day for hearing of the said reference, the same to be held at the office of the Register of the Circuit Court of Baldwin County, Alabama, at Bay Minette.

Witness my hand this the 1st day of June, 1929.

T. W. Reilson
REGISTER.

758 11

IN THE CIRCUIT COURT OF
BUTLER COUNTY, ALABAMA.

IN EQUITY.

No. 758.

Dillmet al
vs
Stilb, etal

RECORDED

Order filing day for
Referring
Filed June 10th 1927
T. L. Reaves
Register

ENTERED AS FOLLOWS, WILLIE M. KELLY
VIGERT
et al,
Complainant,
vs
JOHN SMITH, et al,
Defendants.

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Minnette.

Minnesa M. Young this the 1st day of June, 1928.

REGISTRAR.

ALBERT W. KELLER, AS TRUSTEE, et al, Complainant, vs JOHN STELK, et al, Defendants	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. No. 758.

RECORDED

A decree of the Court in the above styled cause having been rendered on the 28th., day of May, 1929, ordering and directing the Register of this Court to hold a reference to ascertain the amount of indebtedness due under the deed of trust sought to be foreclosed by the said proceedings, and to ascertain the lawful expenses of the Trustee under the said deed of trust and his compensation thereunder, and to ascertain a reasonable attorneys fee to be allowed Complainants attorneys in this cause, the 10th., day of June, 1929, at ten o'clock , A. M. be and the same is hereby set as a day for hearing of the said reference, the same to be held at the office of the Register of the Circuit Court of Baldwin County, Alabama, at Bay Minette.

Witness my hand this the 1st day of June, 1929.

T. W. Richerson
REGISTER.

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RECORDED

Filed June 1/1929
T. C. Meixner
Register

For Court File

ALBERT W. KELLER, AS TRUSTEE, et al, Complainants, vs JOHN STELK, et al, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. No. 758.

RECORDED

TO JOHN STELK, FRED MAU, LARS SCHMIDT, CHARLES O'BRIEN, AND LLOYD A. MAGNEY, Attorney for Lars Schmidt:

Notice is hereby given that under and by virtue of a decree of the Circuit Court of Baldwin County, Alabama, in Equity sitting in the above styled cause, rendered on the 28th., day of May, 1929, ordering and directing the Register of this Court to hold a reference to ascertain the amount of indebtedness due under the deed of trust sought to be foreclosed by the said proceedings, and to ascertain the lawful expenses of the Trustee under the said deed of trust and his compensation thereunder, and to ascertain a reasonable attorneys fee to be allowed Complainants attorneys in this cause, I, as Register of this court, will hold such reference at the office of the Register in the courthouse at Bay Minette, Baldwin County, Alabama, on the 10th day of June, 1929, at ten o'clock, A. M., which said reference you may attend and produce testimony with reference to the matters of said reference.

Witness my hand this the 1st day of June, 1929.

D. M. Riemann

REGISTER.

9 1/2

Notice

RECORDED

Filed June 1st/929
R. J. [illegible]
Register

Albert W. Keller, as Trustee, et al.,	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.
Complainants,	)	IN CHANCERY.
Lars Schmidt,	)	No. 758.
Cross-Complainant,	)	
-vs-	)	MOTION.
Emma Stelk, John Stelk, Charles O'Brien, Margaret O'Brien, et al,	)	
Defendants.	)	

Motion is hereby made for a Decree Pro Confesso against John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, et al, defendants in the annexed stated cause in the matter of the cross bill of Lars Schmidt against Emma Stelk, John Stelk, Charles O'Brien Margaret O'Brien, et al, on the ground that more than thirty days have elapsed since the perfection of service by registered mail on said defendants, and it having been shown by due proof to the Court that said Defendants are non-residents of the State of Alabama, and have failed to answer, plead or demur to the cross bill of said Lars Schmidt, to the date hereof.

Dated this 16 day of January, 1929.

Lloyd Nomagney
Solicitor for Complainant,
Lars Schmidt.

ALBERT W. KELLER, et al Complainants vs JOHN STELK, et al Defendants	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY

Comes the Complainants in the above styled cause and answering the cross bill of the Defendant Lars Schmidt filed January 30th., 1928 in said cause says:

That they deny every allegation therein made except those allegations admitting the allegations alleged in their bill of complaint in this cause and they demand strict proof thereof. And further answering said cross bill, they say that the records of Baldwin County, Alabama show an instrument from John Stelk and Emma Stelk to Lars Schmidt conveying the Northwest Quarter and the South half of the Southwest Quarter of Section Nine, Township Eight South of Range Four East in words and figures as set out in Defendant's answer and cross bill; that they do not know whether the said instrument is a valid instrument or whether the same has been paid or if the same is a valid outstanding incumbrance on said land, what sum is owing thereon or whether the same is due and that the said instrument was executed and recorded subsequent to the deed of trust described in their bill of complaint and therein sought to be foreclosed and having fully answered, prays that they may go hence with their reasonable costs.

Bebe T. Hall
Solicitors for Complainants

8601 Motion for Decree Pro Confesso on Publication.

The State of Alabama,
BALDWIN COUNTY.

CIRCUIT COURT, IN EQUITY.

No. 758 Term, 192

Albert W Keller, as Trustee, et al Complainants

vs.

Emma Stilk, Margaret O'Brien, Vera De Paola, et al Defendants

Motion is hereby made for a Decree Pro Confesso against Emma Stilk, Margaret O'Brien Vera De Paola, Defendants

in the annexed stated cause, on the ground that more than thirty days have elapsed since the perfection of publication was made under the order of this Court; and it having been shown by due proof to the Court that said Defendant is a non-resident of the State of Alabama, and has failed to answer, plead or demur to the Bill in this cause, to the date hereof.

This 7th day of January 1928

Burke T Hall

Solicitor.

746 Code.

7

RECORDED

No. ..... Page 4

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

Albert W. Keller,
as trustee, et al
Complainants.

Vs.

John Stelk, et al

Defendants.

MOTION FOR DECREE PRO CONFESSO ON PUBLICATION.

Filed Jan 7 1929

T. W. Redmond
Register.

Recorded in ..... Record,

Vol. ..... Page .....

Register.

Baldwin Times Print, Bay Minette.

Albert W. Keller, as trustee, Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martin Klein, Mrs. Martha Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, August Sellin, Gustav Huebner, Frank Ehlschlager and Albert W. Keller, individually, Complainants, -vs- John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Lars Schmidt, Vera DePoala and Frederick Mau, Defendants.	IN THE CHANCERY COURT FOR BALDWIN COUNTY, ALABAMA. ANSWER OF LARS SCHMIDT.

This defendant, reserving to himself all right of exception to the said bill of complaint, for answer thereto, says:

First: That he has been informed and believes to be true, all of the allegations of that part of said bill numbered FIRST.

Second: That he has been informed and believes it to be true that, as alleged in that part of said bill numbered SECOND, that there was executed and recorded the deed of trust set out in said part of the bill, but for greater certainity therein craves for leave to refer to said deed of trust when the same shall be produced. And this defendant further answering says, it may be true, for anything this defendant knows to the contrary that the first mortgage bonds mentioned in said bill were issued in the numbers and denominations as alleged in said part of said bill and to the persons therein named, but that this defendant is a stranger to all such matters and cannot form any belief concerning the same, wherefore he denies that said first mortgage bonds were issued in the numbers, and denominations to the persons named in that part of said bill numbered SECOND, and asks that complainants be required to make strict proof thereof; thatnit may be true, for anything this defendant knows to the contrary, that default has been made and continues in the payment of the interest installments of said bonds as alleged in said part of said bill, but that this defendant in a stranger to all said matters and cannot form any belief concerning the same, wherefore he denies that such default has been made and asks that complainants be required to make strict proof thereof.

Third: And this defendant, further answering, says that he

TO HAVE AND TO HOLD, the above granted premises with the appurtenances unto the said Lars Schmidt and 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 John Stelk and Emma Stelk shall well and truly pay to the said Lars Schmidt the sum of twenty thousand dollars on October 1st, 1925, with interest thereon at the rate of eight per cent per annum, then these presents shall cease, determine and be void, otherwise to remain in full force.

AND the said John Stelk and Emma Stelk do hereby vest the said Lars Schmidt, his heirs and assigns, with full power and authority upon the happening of default in the payment of the note above described, to sell their interest in said land at public sale for cash, giving thirty days notice in a newspaper published at Bay Minette, Baldwin County, Alabama, and the proceeds to apply, first, to the payment of the costs of the sale, including a reasonable attorneys fee, and if there shall be a surplus, then the balance to paid over to John Stelk and Emma Stelk, and they do authorize the said Lars Schmidt or his agent, or attorney to conduct the sale, and to make deed to the purchaser, and the title so made they agree to defendgainst all persons. It is agreed that the mortgagee herein named bid at said sale as if he were a stranger to this instrument.

Given their hands and seals this 1st day of October, in the year of our Lord One thousand nine hundred and twenty two.

John Stelk (SEAL)

Emma Stelk (SEAL)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

_____

THE STATE OF ALABAMA)
)
BALDWIN COUNTY)

I, Claude Peteet, a notary public in and for said county and state, hereby certify that John Stelk and Emma Stelk, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of May, 1923.

Claude Peteet,
Notary Public, Baldwin County, Alabama.
(SEAL) My commission expires Nov. 12th, 1923.

And I do further certify that on the 4th day of May, 1923, came before me the above named Emma Stelk, known to me to be the wife of the within named John Stelk, who being examined separate and apart from her husband, touching her signature to the above instrument, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of her husband.

In witness whereof I have hereunto set my hand and official seal this 4th day of May, 1923.

Claude Peteet,
Notary Public, Baldwin County, Alabama.
(SEAL) My commission expires Nov. 12th, 1923.

I hereby certify that the mortgage or privilige tax

on within instrument was paid by the lendor or creditor.(See General Acts of the Legislature of 1919, on Page 420.)

L. Schmidt.

State of Alabama
Baldwin County.

I, G. L. Lambert, Judge of Probate of said county, hereby certify that the following privilige tax has been paid on the within instrument as required by Acts 1902 and 1903, viz, $30 cts. 00.

G. L. Lambert, Judge of Probate.

Filed for record November 20, 1924, at 11:00 A. M.
Recorded December 1, 1924.
Mortgage Book 31, page 310-1.

G. L. Lambert, Judge of Probate.

2: That default has been made and continues in the payment of the indebtedness mentioned in said mortgage deed, no part of the principal sum nor any interest thereon having ever been paid, and there is now due and owing to this defendant, as of the date of August 1st, 1928, the sum of $29,333.33, which is a lien upon the real estate hereinbefore described, subject only to the rights of the complainants herein, if any.

3: That the power of sale contained in said mortgage deed has become operative but that this defendant submits his cause to this court as a part of this proceeding for a determination of priority of liens and the order of alienation of the lands involved.

4: That a large amount of land, other than that covered by the mortgage of this defendant, was included in the deed of trust set out and mentioned in the bill of complaint, and if it be determined by the court that the said deed of trust and the bonds issued thereunder, are a first lien upon the land conveyed to this defendant by his said mortgage, in favor of the complainants or some of them herein, then this defendant is entitled to have sold first, to satisfy the lien of complainants, that land included in said deed of trust other than the land conveyed to this defendant by his said mortgage deed.

5: This defendant further says that on, to-wit: the 12th day of August, 1927, an involuntary petition in bankruptcy against defendant John Stelk was filed in the United States District Court, Northern District of Illinois, Eastern Division, and on August 26, 1927, in the said proceedings number 38372, the said John Stelk was adjudicated a bankrupt and a trustee in bankruptcy was appointed, and that on March 1, 1928, the said trustee having been duly authorized thereto, did sell all the right, title and in-

terest of the said defendant John Stelk, in and to the aforesaid property to the defendant Charles O'Brien, and this defendant further shows that the said defendant Margaret O'Brien is the wife of the said defendant Charles O'Brien and as such has a dower interest in said property, subject to the rights of this answering defendant.

Wherefore this defendant prays that each and all of the complainants, Albert W. Keller, as trustee, Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel. Johanna Hoppe, Anna Kohl, Martin Klein, Mrs. Martha Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, August Sellin, Gustav Huebner, Frank Ehlschlager, and Albert W. Keller, individually, be required to plead, reply or demur to this cross bill of this defendant; that by due and proper process of this court the defendants John Stelk, Emma Stelk, Charles O'Brien and Margaret O'Brien, be required to plead, reply or demur to this cross bill of this defendant, all within the time and under the penalties prescribed by law and the practice of this honorable court; that upon the hearing of the cause made by the bill of complaint and this answer and cross bill, this court shall ascertain the amount of the debt owing by the said John Stelk and Emma Stelk to this defendant, including a reasonable attorney's fees and other lawful charges, and that the lien of this defendant be established on the before described real estate to secure such amount as shall be found due to this defendant; that if it be determined by this court that the complainants, or any of them, are entitled to a lien upon said real estate prior to that of this defendant, that this court order that all of the property described in the deed of trust ~~xxxxxx~~ set out in the bill of complainants and not heretofore lawfully released therefrom, be sold before the real estate herein described and conveyed to this defendant by his said mortgage deed herein set out and the proceeds of such sale applied to the indebtedness and lein of the complainants, if any, before the said property conveyed to this defendant be sold; that the said John Stelk and Emma Stelk be required to pay to this defendant such sum as the court shall determine to be due him and upon the failure or refusal of the said John Stelk and Emma Stelk so to do, this court shall sell or cause to be sold the aforesaid land in such manner as this court shall direct, the proceeds of such sale to be applied in such manner as this court shall direct, and this defendant offers to do and perform whatsoever this court shall require of him, and he does further pray for such other, further and different relief in the

premises as in equity he shall be entitled to.

Lloyd A. Magney
Solicitor for defendant Lars Schmidt.

NOTE: The complainants Albert W. Keller, as trustee, Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martin Klein, Mrs. Martha Lehrman, Tillie Raabe, Carris S. Tuttle, William Sewerien, August Sellin, Gustav Huebner, Frank Ehlschlager and Albert W. Keller, individually; and the defendants John Stelk, Emma Stelk, Charles O'Brien and Margaret O'Brien, are each required to answer the allegations of the foregoing cross bill, paragraph Sixth, sub-paragraphs numbered 1 to 5 thereof inclusive, but not under oath, oath being hereby expressly waived.

Lloyd A. Magney
Solicitor for defendant Lars Schmidt.

STATE OF ALABAMA)
)
County of Baldwin.)

Before me, the undersigned notary public in and for said county and state, personally appeared Lloyd A. Magney who is known to me and who being by me first duly sworn, deposes and says that John Stelk and Emma Stelk are each over the age of twenty one years and non-residents of the state of Alabama, residing at and their post office address being 73 N. Prospect Avenue, Clarendon Hills, DuPage County, Illinois; that Charles O'Brien and Margaret O'Brien are each over the age of twenty one years and non-residents of the state of Alabama, residing at and their post office address being 1503 Warren Avenue, Chicago, Cook County, Illinois.

Lloyd A. Magney

Subscribed in my presence and sworn to before me this 28 day of July, 1928.

J. J. Farrell
Notary Public.

STATE OF ALABAMA)
) SS
COUNTY OF BALDWIN)

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Albert W. Keller, Trustee, et al.	)	
vs.	)	Bill to Foreclose Trust Deed
John Stelk, et al.	)	

The answer of Charles O'Brien, one of the defendants to the Bill of Complaint of Albert W. Keller, Trustee, etc., and others, Complainants:

This defendant, now and at all times hereafter, saving to himself all manner of benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said bill contained, for answer thereunto, or to so much and such parts thereof as this defendant is advised it is or are material or necessary for him to make answer unto, answering, says:

He denies that the residence and post office address of Lena Fricke is in care of Hans Reinsberg, 77 W. Washington Street, Chicago, Illinois and denies that the residence and post office address of Johanna Hoppe is 1035 S. Scoville Avenue, Oak Park, Illinois as alleged in paragraph headed by the word "First" of said Bill of Complaint.

He denies that John Stelk and Emma Stelk conveyed to the Chicago Title & Trust Company the real estate described in paragraph headed "Second" of said Bill of Complaint and this defendant avers in this connection that at the time the purported conveyance mentioned in said paragraph was executed and delivered the said Chicago Title & Trust Company, the supposed trustee, was not a corporation organized and existing under the laws of Alabama and said Chicago Title & Trust Company was at that time not authorized by the State of Alabama to do or transact any business in the State of Alabama and was not authorized by the laws of the State of Alabama to take title to any lands in Alabama, as Trustee, or otherwise, and that all the complainants had notice and knowledge of that fact when the bonds owned by them and described in said Bill of Complaint were acquired by them.

He admits that said John Stelk went through the formality of re-acknowledging said purported conveyance but denies that such purported re-acknowledgement had any force or effect for the reason, as alleged in paragraph headed "Fifth" of said Bill of Complaint, the said John Stelk was adjudicated a bankrupt on August 27, 1927 and that on February 27, 1928 the said John Stelk had no power under the laws of the United States of America to do anything which would prefer one creditor's security to that of another; that said John Stelk on August 27, 1927 was indebted to divers persons, firms, and corporations, in an amount exceeding one hundred thousand dollars exclusive of this defendant and did not have sufficient property to pay said indebtedness.

He is unable to admit nor deny the re-recording of said purported deed of trust and is not advised by said Bill of Complaint when the same was re-recorded but this defendant avers that any re-recording of said purported conveyance affected only subsequent purchasers, incumbrancers and lienors but could not and did not affect the rights of this defendant

He avers that at the time of the execution and delivery of said purported deed of conveyance, Albert W. Keller, who then and there acted as a Notary Public thereon, was directly and pecuniarily interested in the indebtedness attempted to be secured by said deed of trust and was then and

there disqualified to act as a Notary Public and the purported certificates of acknowledgement thereon are null and void and were so at the time they were made and said purported conveyance was no notice to this defendant.

He denies that one Lena Fricke, one Johanna Hoppe and one Martha Lehrman owned and held the bonds described in the paragraph headed "Second" of said Bill of Complaint and as therein set forth.

He is unable to admit nor deny the allegations of notice contained in paragraph headed "Fourth" of said Bill of Complaint because said Complainants do not allege the character of the notice, its method of communication and when and where and to whom the same was communicated but this defendant avers that no notice of any kind was ever given to this defendant.

He admits that the Trustee in Bankruptcy of the Estate of John Stelk, a bankrupt, on March 1st, 1928 sold all the right, title and interest of the said John Stelk, in and to the real estate sought to be foreclosed herein to this defendant and he avers that said Trustee in bankruptcy on March 6th, 1928 duly executed and delivered to him a good and sufficient deed of conveyance of said real estate which deed this defendant caused to be recorded on April 5th 1928 in the office of the Probate Court in and for Baldwin County, Alabama in Deed Book forty-four (44) on pages 494 and 495.

He avers that the said Albert W. Keller one of the Complainants herein on February 8, 1928 wrongfully entered upon the land described in the said purported deed of trust and commenced to manage, operate and control said lands and premises and improvements thereon and refused to surrender possession thereof to this defendant as the true and lawful owner of said real estate.

He denies that the rights of the complainants are prior and superior to that of this defendant. He avers that his right, title claim and interest is prior and superior to that of all the other parties hereto and that by virtue thereof he is an improper party defendant to these proceedings.

He denies each and every allegation of the Bill of Complaint hereinabove not specifically admitted and he denies that the complainants are entitled to the relief prayed for by them or to any other relief whatever.

And now having fully answered said Bill of Complaint he prays that he may be dismissed with his reasonable costs in this behalf most wrongfully sustained.

Charles O'Brien
Defendant

1503 Warren Avenue,
Chicago, Illinois.

STATE OF ALABAMA)
) SS
COUNTY OF BALDWIN)

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Albert W. Keller, Trustee, et al.	)	
	)	
vs.	)	Bill to Foreclose Trust Deed
	)	
John Stelk, et al.	)	

The answer of John Stelk, one of the defendants to the Bill of Complaint of Albert W. Keller, Trustee, etc., and others, complainants:

This defendant, now and at all times hereafter, saving to himself all manner of benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said bill contained, for answer thereunto, or to so much and such parts thereof as this defendant is advised it is or are material or necessary for him to make answer unto, answering, says:

He neither admits nor denies the allegations contained in said Bill of Complaint and prays for strict proof.

He avers that he complied with all the law, rules and regulations applicable to bankruptcy proceedings and that he applied for a discharge in bankruptcy and gave due and timely notice of such application as required by law and that on June 18, 1928 the United States District Court, Northern Division of Illinois, Eastern Division, granted the application of this defendant and then and there discharged this defendant of and from all liability on the indebtednesses scheduled by this defendant and that the indebtednesses set forth and alleged in said Bill of Complaint were scheduled by this defendant in his bankruptcy proceedings and that this defendant stands discharged of all personal liability upon such indebtednesses and this defendant setsup said discharge and now here claims all the benefits which accrued to him thereunder.

And now having fully answered said Bill of Complaint he prays that he may be dismissed with his reasonable costs in this behalf most wrongfully sustained.

John Stelk
Defendant

73 N. Prospect Avenue
Clarendon Hills, Illinois.

STATE OF ALABAMA)
) SS
COUNTY OF BALDWIN)

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Albert W. Keller, Trustee, et al.)
)
vs.) Bill to FOreclose Trust Deed
)
John Stelk, et al.)

The answer of Fred Mau, one of the defendants to the Bill of Complaint of Albert W. Keller, Trustee, etc., and others, Complainants:

This defendant, now and at all times hereafter, saving to himself all manner of benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said bill contained, for answer thereunto, or to so much and such parts thereof as this defendant is advised it is or are material or necessary for him to make answer unto, answering, says:

He denies that the residence and post office address of Lena Fricke is in care of Hans Reinsberg, 77 W. Washington Street, Chicago, Illinois and denies that the residence and post office address of Johanna Hoppe is 1035 S. Scoville Avenue, Oak Park, Illinois as alleged in paragraph headed by the word "First" of said Bill of Complaint

He denies that John Stelk and Emma Stelk conveyed to the Chicago Title & Trust Company the real estate described in paragraph headed "Second" of said Bill of Complaint and this defendant avers in this connection that at the time the purported conveyance mentioned in said paragraph was executed and delivered the said Chicago Title & Trust Company, the supposed Trustee, was not a corporation organized and existing under the laws of Alabama and said Chicago Title & Trust Company was at that time not authorized by the State of Alabama to do or transact any business in the State of Alabama and was not authorized by the laws of the State of Alabama to take title to any lands in Alabama,as Trustee, or otherwise, and that all the complainants had notice and knowledge of that fact when the bonds owned by them and described in said Bill of Complaint were acquired by them.

He admits that said John Stelk went through the formality of re-acknowledging said purported conveyance but denies that such purported re-acknowledgement had any force or effect for the reason,as alleged in paragraph headed "Fifth" of said bill of complaint, the said John Stelk was adjudicated a bankrupt on August 27, 1927 and that on February 27, 1928 the said John Stelk had no power under the laws of the United States of America to do any thing which would prefer one creditor's security to that of another; that said John Stelk on August 27, 1927 was indebted to divers persons, firms and corporations, in an amount exceeding one hundred thousand dollars exclusive of this defendant and did not have sufficient property to pay said indebtedness: that said John Stelk also could not and did not by said re-acknowledgement affect the rights and interests of this defendant acquired on April 27, 1927 in the real estate sought to be foreclosed.

He is unable to admit nor deny the re-recording of said purported deed of trust and is not advised by said Bill of Complaint when the same was re-recorded but this defendant avers that any re-recording of said purported conveyance affected only subsequent purchasers, encumbrancers and leinors but could not and did not affect the rights of this defendant.

He avers that at the time of the execution and delivery of said purported deed of conveyance, Albert W. Keller, who then and there acted as

a Notary Public thereon was directly and pecuniarily interested in the indebtedness attempted to be secured by said deed of trust and, was then and there disqualified to act as a Notary Public and the purported certificates of acknowledgement thereon are null and void and were so at the time they were made and said purported conveyance was no notice to this defendant.

He denies that one Lena Fricke, one Johanna Hoppe and one Martha Lehrman owned and held the bonds described in the paragraph headed "Second" of said Bill of Complaint and as therein set forth.

He is unable to admit nor deny the allegations of notice contained in paragraph headed "Fourth" of said Bill of Complaint because said complainants do not allege the character of the notice, its method of communication and when and where and to whom the same was communicated but this defendant avers that no notice of any kind was ever given to this defendant.

He admits that the said John Stelk and Emma Stelk executed and delivered to this defendant a mortgage conveying the North West Quarter (NW 1/4) and the South Half (S 1/2) of the South West Quarter (SW 1/4) of Section Nine (9) and the North West Quarter (NW 1/4) of Section Fifteen (15), Township Eight (8) South, Range Four (4) and that said mortgage was recorded in Book Forty (40) on Pages 136-8 on April 27, 1927.

He avers that there is due upon the note secured by said mortgage and upon said mortgage the sum of fifty-two thousand four hundred and twenty-four dollars and twenty-three cents ($52,424.23) with interest thereon from July 8, 1928 at the rate of eight percent per annum.

He denies that the rights of the complainants are prior and superior to that of this defendant. He avers that his right, title, claim and interest is prior and superior to that of all the other parties hereto and that by virtue thereof he is an improper party defendant to these proceedings.

He denies each and every allegation of the Bill of Complaint hereinabove not specifically admitted and he denies that the Complainants are entitled to the relief prayed for by them or to any relief whatever.

And now having fully answered said Bill of Complaint he prays that he may be dismissed with his reasonable costs in this behalf most wrongfully sustained.

Fred Mau
Defendant

1220 S. Scoville Avenue
Berwyn, Illinois.

ALBERT W. KELLER, AS TRUSTEE, et al, Complainants,	)	IN THE CIRCUIT COURT OF
	(	BALDWIN COUNTY, ALABAMA.
vs	)	IN EQUITY.
JOHN STELK, et al, Defendants.	(	No. 758.

This cause is submitted on behalf of Complainants on the original bill of complaint, decree pro confesso against Emma Stelk, Margaret O'Brien, and Vera DePaola, complainants answer to the cross bill of Lars Schmidt, the deposition of Albert W. Keller a witness for Complainants, exhibit "A", being the original of the deed of trust described in said bill of complaint; exhibit "B", being the resignation of the Chicago Title and Trust Company, as trustee, under said deed of trust; Exhibit "C", being the appointment of Albert W. Keller, as trustee, under said deed of trust, executed by Fred Hufnagel, et al, bondholders; exhibit "D" being request by Gustav Huebner, et al, bondholders directing the trustee to foreclose the said deed of trust; exhibit "E", being the bonds held by Minnie Ammen, numbered 184, 185, 193, and 194, together with the coupons thereon; exhibit "F", being the bonds of Catherine Basso, numbered 415 and 426, together with the coupons; exhibit "G", being the bonds of Wendel Czieger, being bonds numbered 251 to 259, inclusive, 280 to 286, inclusive, 162, 163, 197, and 232 to 238, inclusive, together with coupons; exhibit "H"being the bonds of Frank Dumalski, being bonds numbered 331, 340 to 343, inclusive, together with coupons; exhibit "I", being the bonds of Lena Fricke, being bonds numbered 131 to 139, inclusive, together with the coupons; exhibit "J", being the bonds of George Faltum, being bonds numbered 462, together with the coupons; exhibit "K", being the bonds of Fred Hufnagel, being bonds 146 to 153, inclusive, and 325 to 330, inclusive, together with the coupons; exhibit "L", being bonds of Johanna Hoppe, being bonds

numbered 164 to 183, inclusive, together with the coupons; exhibit "M", being bonds of Albert W. Keller, numbered 1 to 130, inclusive, together with the coupons; exhibit "N", being bonds of Anna Kohl, being bonds numbered 156 and 157, together with the coupons; exhibit "O", being bond of Martha Klein, being bond numbered 158, together with the coupons, exhibit "P", being bond numbered 159, together with the coupons, being bonds of Minna Klein; exhibit "Q", being bonds of Martha Lehrman, being bonds numbered 192 to 221, inclusive, together with the coupons; exhibit "R", being bond of Tillie Raabe, being bond numbered 364, together with the coupons; exhibit "S", being bonds of Carrie S. Tuttle, being bonds numbered 160, 161 and 196, together with the coupons; exhibit "T", being bonds of William Sewerien, being bonds numbered 186 to 192, inclusive, together with the coupons; exhibit "U", being bonds of August Sellin, being bonds numbered 239 to 250, and 361, together with the coupons; exhibit "V", being bonds of Gustav Huebner, being bond numbered 195, together with the coupons; exhibit "W", being bond of Frank Ehschlager, being bond numbered 420, together with the coupons; exhibit "X", being receipted bill for insurance premium of Baldwin Mutual Insurance Company; exhibit "Y", being certificate of redemption of lands from tax sale; exhibit "Z", being tax receipt for year 1927; exhibit "A1", being tax receipt for the year 1928; exhibit "A2", being statement of expenditures by Albert W. Keller, as trustee; exhibit "A3", being statement of the number of bonds held by each of the complainants and the defendant, Vera DePaola, and the number of coupons due.

And on behalf of Lars Schmidt on his answer and cross bill, and decree pro confesso against John Stelk, Emma Stelk, Vera DePaola, Charles O'Brien, Margaret O'Brien, Fred Mau, and on behalf of John Stelk on his answer, and on behalf of Charles O'Brien on his answer, and on behalf of Fred Mau on his answer.

Witness my hand this May 28, 1929

T. A. Williamson
Register

~~No~~ 758. 3 1/2

Keller et al
vs
Stelk, et al

RECORDED

Notes of Testimony

Filed May 28, 1928
T. Mitchell
Register

We, Beebe & Hall and William H. Tuttle, Attorneys of record for the Complainants in the above styled cause, do hereby consent that decree confirming the sale heretofore made be confirmed without the payment of the fee allowed by the said Court in the said cause.

This 27th., day of December, 1929.

Beebe & Hall

William H Tuttle

Solicitors of Record

ALBERT W. KELLER, TRUSTEE, et al, Complainants, vs JOHN STELK, et al, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

Comes T. W. Richerson, Register of this Court and respectfully shows unto your Honor that under an in strict conformity with a decree of this Court made in the above styled cause on the 23rd., day of August, 1929, that the undersigned as Register of this Court sold the property described in said decree, namely, the Northwest quarter of Section nine, except the North half of the Northeast quarter of the Northwest quarter; the Northwest quarter of the Northwest quarter of Section fifteen, and the South half of the Southwest quarter of Section nine, all in Township eight South, Range four East, Baldwin County, Alabama, at public outcry, for cash to the highest bidder, at twelve o'clock noon, in front of the court house door of Baldwin County, Alabama, after giving notice of the time, place and terms of sale by publication once a week for four consecutive weeks in the Baldwin Times a newspaper publised at Bay Minette, in Baldwin County, Alabama, together with the description of said property as herein given; (the amount of the indebtedness fixed, ascertained and determined by the said decree not having been paid within the time as specified in the said decree;) and at such sale Albert W. Keller became the purchaser of the said property for and at the sum of $4234243 dollars, the same being the highest, best and last bid therefor;

Albert W. Keller, as Trustee, etal, Complainants, Lars Schmidt, Cross-Complainant, -vs- Emma Stelk, John Stelk, Charles O'Brien, Margaret O'Brien, et al, Defendants.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN CHANCERY. No. 758. DECREE PRO CONFESSO.

In this cause it appears to the Register, T. W. Richerson, that service of a copy of the cross-complaint of Lars Schmidt and of summons was made in this cause on the _____ day of _____, 1928, in the matter of the cross bill of Lars Schmidt against John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, et al, by service by registered mail, and return receipts having been received from each of said defendants;

And it now further appearing to the Register T. W. Richerson that the said John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, et al, having to this date failed to demur, plead to or answer the said cross bill of Lars SChmidt, it is therefore on motion of cross complainant Lars Schmidt, ordered and decreed by the Register, T. W. Richerson that the cross bill of Lars Schmidt in this cause be, and it hereby is, in all things taken as confessed against the said John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, et al.

This 28 day of January, 1929.

T. W. Richerson
Register.

THE STATE OF ALABAMA, (CIRCUIT COURT, IN EQUITY.

BALDWIN COUNTY (No. 758

ALBERT W. KELLER, as Trustee, et al,
Complainant.

vs

EMMA STELK of 73 North Prospect Avenue, Clarendon Hills, DuPage County, Illinois; Margaret O'Brien of 1503 Warren Avenue, Chicago, Illinois, Vera De Paola of Atlantic City, New Jersey, et al,
Defendants.

In this cause it being made to appear to me, T. W. Richerson, Register of said court in equity, that the order of publication heretofore made in this cause was published for four consecutive weeks, commencing on the 14th day of June, 1928, in the Baldwin Times a newspaper published in Bay Minette, Baldwin County, Alabama, and that a copy of said order was posted at the court house door in Baldwin County, Alabama, on June 14, 1928, and that copies of this bill of complaint, together with a summons to answer the same, were issued and sent by the Register of this court to each of said Defendants by registered mail, postage prepaid, addressed to them at their addresses as above given, marked for deliverly only to the person to whom addressed and return receipt demanded addressed to the Register of this court; and that return receipts from the said Emma Stelk was received by the Register on this court on June 27, 1928, and from Margaret O'Brien on June 25, 1928, and from Vera De Paola on June 25, 1928, as will appear by the file in said cause.

And it further appearing to the Register, T. W. Richerson, that the said Defendants, namely, Emma Stelk, Margaret O'Brien and Vera De Paola have each to date hereunder failed to demur, plead to or answer the bill of complaint in this cause, it is now therefore, on motion of complainants attorneys ordered and decreed by the

by the Register, T. W. Richerson, that the bill of complaint in this cause be and it hereby is in all things taken as confessed against the said Emma Stelk, Margaret O'Brien and Vera De Paola.

This the 7th day of January, 1928.

T W Richerson

REGISTER.

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

Comes Albert W. Keller, as trustee under that certain instrument executed by John Stelk and Emma Stelk to the Chicago Title and Trust Company, a corporation, dated September 1, 1920, hereinafter more fully described, Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martha Klein, Minna Klein, Mrs. Martha Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, August Sellin, Gustav Huebner, Frank Ehlschlager, and Albert Keller, individually, and humbly complaining against John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Lars Schmidt, Vera De Paola and Frederick Mau, respectfully shows unto your Honor:

FIRST: That your said Complainants are each over the age of twenty-one years their residence and Post Office addresses being as follows: Minnie Ammen, 4330 W. 21st Place, Chicago, Ill.; Catherine Basso, 2537 W. 24th St. Chicago, Ill.; Wendel Czieger, 2536 W. 24th St. Chicago, Ill.; Frank Dumalski, 2727 Gladys Ave. Chicago, Ill.; Lena Fricke, care Hans Von Reinsberg, 77 W. Washington St. Chicago, Ill; George Faltum, 7642 S. Stewart Ave. Chicago, Ill.; Fred Hufnagel, 1104 S. Euclid Ave. Oak Park, Ill.; Johanna Hoppe, 1035 S. Scoville Ave. Oak Park, Ill.; Anna Kohl, 4051 Wilcoz Ave. Chicago, Ill.; Martha Klein, 3030 Maple Ave. Berwyn, Ill.; Minna Klein, 3030 Maple Ave. Berwyn, Ill.; Martha Lehrman, 1111 Hull St. Evanston, Ill.; Tillie Raabe, Morton Grove, Ill.; Carrie S. Tuttle, 3438 Oak Park Ave. Berwyn, Ill.; William Sewerien, 2031 W. 21st. Place Chicago, Ill.; August Sellin 3610 S. Scoville Ave. Berwyn, Ill.; Gustav Huebner, 4212 W. 21st Place, Chicago, Ill.; Frank Ehlschlager, 5309 Crystal St. Chicago, Ill.; and Albert W. Keller, Foley, Alabama; that each of the said defendants are over the age of twenty-one years and their places of residence and Post Office addresses being as follows: John Stelk and Emma Stelk, 73 North Prospect Ave. Clarendon Hills, DePage Co. Ill.; Charles O'Brien and Margaret O'Brien, 1503 Warren Ave. Chicago, Ill.; Vera De Paola, Atlantic City, New Jersey; Lars Schmidt, 2056 W. 21st St. Chicago, Ill.; Frederick Mau, 1220 S. Scoville, Oak Park, Ill.

SECOND: Your Complainants further show unto your Honor that on to-wit, the first day of September, 1920 the said John Stelk and Emma Stelk executed and delivered to the Chicago Title and Trust Company, a corporation of Chicago, Illinois, as trustees, a deed of trust conveying to it, among others the following described land situated in the County of Baldwin, State of Alabama,

> The Northwest quarter (NW¼) of Section nine, except the North half (N½) of Northeast quarter (NE¼) of Northwest quarter (NW¼); the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of section fifteen, and the south half (S½) of Southwest quarter (SW¼) of Section nine, all in Township eight (8) south, range four (4) and all East of St. Stephens Principal Meridian.

Which said deed of trust was duly recorded in the office of the Probate Judge of Baldwin County, Alabama, in Mortgage Book 24, page 640-45 and which said deed of trust was reacknowledged by the said John Stelk on the 27th day of February, 1928, and rerecorded in the said Probate office in Mortgage Book 42, page 477-82, and which said deed of trust is in words and figures as follows:

THIS INDENTURE, Made and entered into this first day of September, 1920, between John Stelk and Emma Stelk, his wife, of the City of Chicago, County of Cook and State of Illinois, hereinafter described as the party of the first part, and the Chicago Title and Trust Company, a corporation organized and doing business under the laws of the State of Illinois, hereinafter described as the party of the second part and as Trustee, witnesseth, that whereas the said John Stelk is justly indebted to the legal holder or holders of the indebtedness hereinafter described in the principal sum of Fifty thousand Dollars ($50,000.00) secured to be paid by five-hundred bonds, bearing even date herewith, made payable to the order of the bearer (or the registered owner thereof), for One-hundred dollars each, each numbered consecutively from One (1) to five-hundred (500) both inclusive, which said bonds are numbered serially and run for the number of years and become due and payable without grace as follows, to-wit:

NUMBER OF BONDS	DENOMINATION OF BONDS	LIFE OF BONDS	DATE OF MATURITY
500	$100.00	ten years	September 1, 1930.

with interest thereon at the rate of seven per cent per annum until maturity, payable semi-annually on the first days of March and of September in each year, which said installments of interest are evidenced by interest coupons attached to each of said bonds for the proper amount and to the proper number to evidence such semi-annual interest from the date of each bond until the date of its maturity, said coupons so attached to each bond being numbered from One (1) up consecutively, all odd numbered coupons maturing in March, and all even numbered coupons maturing in September, all of said bonds and coupons bearing interest after maturity at the rate of eight per cent (8%) per annum and being made payable in gold coin of the United States of the present standard of weight and fineness at the State Bank of Foley, Foley, Alabama, which said bonds are of substantially the following tenor and form except as to number, to-wit:

UNITED STATES OF AMERICA
State of Illinois.
7 Per Cent
Real Estate Gold Bond

No. $100.00

Secured by First Mortgage on farm land located near Foley, Baldwin County, Alabama.

The undersigned John Stelk of Chicago, Cook County, Illinois, for value received, hereby promises to pay to bearer (or the registered owner hereof) on the first day of September, 1930, the sum of ONE HUNDRED DOLLARS ($100.00) together with interest thereon fromthe date hereof at the rate of seven per cent per annum, payable semi-annually on the first days of March and September in each year, on the presentation and surrender of the attached interest coupons as they severally become due. Both said principal and interest are payable in gold coin of the United States of America, of the present standard of weight and fineness, at the State Bank of Foley, at Foley, Alabama. The undersigned is held and firmly bound unto the bearer (or the registered owner hereof) for the payment of said principal and interest as herein specified, and he binds himself and his heirs, executors and administrators for the said sums to said bearer (or registered owner hereof).

This bond is one of a series of five hundred (500) bonds of like date and tenor, numbered consecutively from One (1) to five hundred (500) amounting in the aggregate to the sum of FIFTY THOUSAND DOLLARS ($50,000.00), and secured by a Trust Deed of even date herewith, executed by the undersigned to the Chicago Title and Trust Company, of Chicago, Illinois, as Trustee, upon certain farm lands situated in Southern Baldwin County,Alabama, and more particularly described in the above mentioned trust deed.

This bond shall pass by delivery unless registered as to the principal hereof upon the books of said trustee, but after registrationduly endorsed hereon no transfer except upon said books shall be valid unless the last registration shall be made to bearer. The coupons hereto attached, however, shall always be transferable by delivery. This bond shall not become or obligatory until authenticated by the signature of the Chicago Title and Trust Company, Trustee, to the certificate on the back hereof. The liability of the undersigned hereon shall under all circumstances whatsoever continue in its original force until the principal and interest are paid in full. All of the bonds herein described are equally in all things secured by the said Trust Deed without any preference or priority whatsoever of the lien thereof in favor of any one or more of said bonds over any one or more of the others.

It is further expressly agreed that if default be made in the payment of any one of said bonds or coupons at the time and place when and where the same becomes due, and such default shall continue for thirty days, then the said entire principal sum of this bond shall, at the election of the legal holder hereof, at once become due and payable, such election to be made at any time after the expiration of said thirty days, without notice; and the entire principal sum secured by said Trust Deed may thereupon become due and payable at the election of the legal holder or holders of one or more of said bonds, upon the terms and under the conditions prescribed in the trust deed. It is still further agreed that if default be made in the payment of any one of the said interest coupons or of the said principal sum, when and where the same shall become due, then interest at the rate of eight per cent (8%) per annum shall be allowed on both principal and interest in default, until the same are fully paid. Said trust deed and this bond are parts of the same contract, and are to be construed together.

The undersigned reserves and has the right to call for this bond and discharge the same on any interest date, provided written notice is given to that effect to the person collecting the interest hereon at least six months prior thereto.

The undersigned hereby appoints any attorney of any court of record to be his true and lawful attorney irrevocably for him and in his name to appear in such court in term time or vacation after this bond becomes due, whether by election as aforesaid, upon giving thirty days' notice of such default and election, or by regular maturity of this bond, waiving service of process and confessing judgment in favor of the legal holder hereof for the amount due hereon, with costs and Ten Dollars ($10.00) attorneys' fees; and also to file a cognovit therefor with an agreement therein that execution may issue forthwith, and that no writ of error or appeal shall be prosecuted upon judgment entered by virtue hereof, nor any bill in equity filed to interfere with the operation of said judgment, and to release all errors that may intervene in entering up said judgment or issuing

execution thereon, hereby ratifying and confirming all that said attorney may lawfully do by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed his seal, and has caused the interest coupons hereto attached to be executed with his lithographed signature at Chicago, Illinois, this first day of September, 1920.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

Attached to each of said bonds are interest couponsduly authenticated by the lithographed signatures of the makers thereof payable to bearer, for the respective sums of interest to become due as therein mentioned, which are substantially of the following form, except as to the numbers, dates of maturity and denomination.

FORM OF COUPON

$3.50

No.

Chicago, Illinois, September 1st, 1920.

On the first day of March, 1921, the undersigned (naming him in the coupon) promise to pay to the bearer Three and 50/100 Dollars, without grace, in gold coin of the United States of America of the present standard of weight and fineness, at the State Bank of Foley, Foley, Alabama, interest at the rate of eight per cent (8%) per annum after maturity, being for an installment of interest on a first mortgage seven per cent gold bond numbered one (1)

_____

_____

_____

_____

Each of said bonds shall have endorsed upon it the following certificate of the Chicago Title and Trust Company, Trustee:

TRUSTEE'S CERTIFICATE

This is to certify that this bond is one of the series of five hundred bonds of John Stelk for the aggregate amount of Fifty thousand dollars, numbered consecutively from One (1) to five hundred both inclusive, which said bonds are mentioned and described in the Trust Deed within referred to; which said Trust Deed was recorded in the office of the Judge of Probate Court in and for Baldwin County, Alabama, on September 1, 1920.

CHICAGO TITLE AND TRUST COMPANY, Trustee

By

NOW THEREFORE, said party of the first part for the better securing the payment of all the obligations and the performance of all the

covenants and agreements hereinmentioned without priority or preference, except as hereinafter stated, and in consideration of One Dollar paid to said party by said Trustee, the receipt whereof is hereby acknowledged, does by these presents convey and warrant unto the said party of the second part and to its successors in trust in fee simple the following described real estate situated in the County of Baldwin, State of Alabama, to-wit:

Lots thirteen (13), fourteen (14) and fifteen (15) in Block eleven (11), in Foley, being a suvdivision of a part of Sections twenty-eight (28) and twenty nine (29), Township seven (7) south range four (4), also the Northeast quarter (NE¼) of thesoutheast quarter (SE¼) of Section eight (8), Township eight (8) south range five (5), also the Southeast quarter (SE¼) of the Northeast quarter (NE¼) of section twenty-seven (27), Township seven (7) south range four (4), also the west half (W½) of the southeast quarter (SE¼) of the southwest quarter (SW¼) of section twenty-three (23) Township seven (7) South Range three (3), also the Southwest quarter (SW¼) of the Southeast quarter (SE¼) of Section five (5), also the North half (N½) of the Northeast quarter (NE¼) also the Northeast quarter (NE¼) and the southwest quarter (SW¼) in the Southwest quarter (SW¼), also the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section eight (8), also the Northwest quarter (NW¼) (except the North (N) twenty (20) acres of the Northeast quarter (NE¼) thereof) and the South half (S½) of the Southwest quarter (SW¼) of Section nine (9), also the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section fifteen (15), also the Northeast quarter(NE¼) of the Northeast quarter (NE¼) and the South half (S½) of the Northwest quarter (NW¼) of the Northwest quarter(NW¼) also the Southeast quarter (SE¼) of the Northwest quarter (NW¼), also the Northwest quarter (NW¼) of the Southwest quarter (SW¼) of Section sixteen (16), also the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section seventeen (17), also the west half (W½) of the Northwest quarter (NW¼) of Section twenty-one (21), all in Township eight (8), South Range four (4), and all East of St. Stephens Principal Meridian.

TO HAVE AND TO HOLD the same unto and to the use of the said party of the second part forever, but in trust nevertheless for the equal pro rata benefit and security of the holders of the above mentioned bonds at whatever period the same may be issued, without any preference or priority of one bond over another, and for the benefit and security of any and all persons that shall make disbursements or incur costs and expenses under the provisions of this Trust Deed, and for the uses and purposes hereinafter declared. The subsequent covenants of the party of the first part shall bind the heirs, legal representatives and assigns of said party.

ARTICLE 1. Said party of the first part shall be permitted to use,occupy and possess said premises and to collect, use andcontrol the rents, income and profits thereof until default shall be made in the payment of some portion of the indebtedness aforesaid, either of the principal or interest, or in the keeping or performance of some other covenant or agreement herein made by the said party of the first part, but the said party of the first part covenants and agrees to deliver to said Trustee at any time after default on its request, all leases, muniments of title, receipts, papers and records at any time in the possession or control of said party of the first part, given or received in connection with said premises, and to make, execute and deliver to said Trustee all such further assurances, trust deeds, mortgages and other instruments of writing in regard to said real estate and the buildings thereon and income therefrom as may be proper at any time for improving the security given by this instrument, and for the better carrying out of the true intent and meaning hereof; also that no bona fide innocent holder of any bond or bonds taken before maturity shall be affected as to the benefit of this security by any equities or matters of defense which may exist in favor of any party in interest against any prior holder of the bond or bonds held by such bondholder; further, that if the time of payment of said bonds secured hereby or any part thereof be extended by the holder or holders thereof at any time or times, the maker or guarantors thereof and any person or persons hereafter assuming the payment thereof, or of any part thereof, shall be held hereby to consent to such extension and shall, notwithstanding such extension, continue liable thereon to the holder or holders thereof, and shall pay the same at the time or times mentioned in any such extension agreement.

ARTICLE 2. Said party of the first part further covenants and agrees to pay all taxes and assessments due or to become due, levied or to be levied against said premises, and not to suffer any part of said premises to be sold for any tax or assessment whatsoever, or suffer any mechanin's lien to attach to the premises, and that said party will not permit anything to be done upon said premises that may impair the value thereof or the security intended to be effected by virtue ofthis instrument, or place any addition or improvements upon or adjoining the said real estate herein described without first having obtained the written consent of the Trustee hereunder, or fail to keep all buildings now situated or that may hereafter be erected orplaced upon said land in good repair, working order and condition and fully supplied with attendants and equipment, and that said party will, from time to time, make all needed and proper repairs and replacements so that said premises shall at all times be properly conducted.

ARTICLE 3. Said party of the first part covenants and agrees to insure said property against loss or damage by fire in some good and responsible insurance company orcompanies (the selection of which may be subject to the approval of the said Trustee and its successors in trust) in the fair insurable value of such buildings and to cause such insurance to be made payable in case of loss to said party of the second part or its successors in trust, and to deliver to it all the policies of insurance therefor as soon as such insurance shall be effected, and in case of renewals three (3) days before expiration as collateral and a additional security for the indebtedness aforesaid. And insurance recovered upon such policies of insurance or renewals thereof shall be applied to the restoration of such buildings, improvements and fixtures, provided the party of the first part shall within fifteen (15) days after such fire so request of said Trustee in writing and shall also within fifteen (15) days after such request give security satisfactory to said Trustee for the complete restoration of such buildings, improvements and fixtures free from mechanic's liens within a reasonable time and prior to the maturity of the principal indebtedness and every part thereof then unpaid and hereby secured, and for the payment of reasonable compensation to said party of second part; otherwise be divided pro rata among the legal holder or holders of said bonds and coupons which shall be outstanding and unpaid at the time of such fire, after the deduction ofall charges and expenses of said Trustee in connection therewith.

ARTICLE 4. In case of refusal or neglect of the said party of the first part thus to insure, or assignany policy of insurance, or to pay taxes or assessments as the same shall become due and payable, or to keep the buildings on said premises in good repair, then said party of the second part or its successors in trust or the holder of any of said bonds may at its,his or their,option procure such insurance or pay such taxes or assessments or redeem said premises from any tax sale or settle any mechanic's lien claims or make repairs; andall moneys paid for any purpose authorized by this trust deed, together with interest thereon at eight per cent (8%) per annum, together with reasonable charges for the time and services of said Trustee or its successors in trust, or its or their agents or attorneys, shall become so mcu h additional indebtedness secured by this Trust Deed and be paid out of rents and proceeds of sale of the lands and premises aforesaid if not otherwise paid by said party of the first part. And it shall not be obligatory to inquire into the validity of such taxes, assessments or sales therefor or mechanic's lien claims in advancing moneys in that behalf as above authorized; but nothing herein contained shall be construed as requiring said party of the second part or its successors in trust or the legal holder or holders of said bonds to affect such insurance or advance or expend money for taxes or assessments or other purposes aforesaid.

ARTICLE 5. No bond shall become binding or obligatory or entitled to security under this Trust Deed until it shall have been authenticated by the certificate endorsed thereon, signed by the Chicago Title and Trust Company, Trustee.

ARTICLE 6. It is further covenanted and agreed that in case of default for a period of thirty days in making payment of any of said bonds, either of principal or interest, then the whole of said principal sum secured hereby shall at once (without notice thereof to any person interested), at the option of the holder of any one of said bonds then unpaid, become due and payable; and in case of default inthe performance of any other covenant or agreement herein

made by the party of the first part, and such default continuing for sixty days after written demand by or through the Trustee on said party of the first partor their heirs, legal representatives or assigns, for the performance of the covenant or covenants so broken, then the whole of said principal sum hereby secured shall at once, at the option (without notice thereof to said party of the first part) of the holder or holders of twenty per cent (20%) of the bonds herein described then unpaid become due and payable; it being understood, covenanted and agreed that all payments either under thebonds secured hereby or any of them, both for principal and interest, or to reimburse the holder or holders of said bonds or the trustee herein or its successors in trust for disbursements made by them or either or them, under the terms and provisions of this trust deed, shall be made in gold coin of the United States of the present standard of weight and fineness, or its equivalent, and in case thecurrent money, gold or other than gold, in general use in commercial transactions in the United States at the time of such payments shall be not obtainable at the banks, dollar for dollar, for a like amount in gold coin of the presentstandard of weight and fineness, then and in that event a sufficient amount of such current money shall be paid, in case gold coin of the present standard of weight and fineness be unobtainable, as shall equal in value the amount in such gold coin of the present standard of weight and fineness aforesaid.

ARTICLE 7. In case of any such default, said party of the second part or its successors in trust, or its or their agents or attorneys, shall have theright (on application of the legal holder of any one of the said bonds, in case of default for thirty days in the payment of principal or interest as above set forth, and on the application of the legal holder or holders of twenty per cent (20%) of the bonds herein described then unpaid, in case of sixty (60) days default in the performance of any other covenant herein made) to enter and take possession of said premises or any part thereof, with or without force, and to expel and remove therefrom the said party of the first part, or anyone claiming under said party, and to hold and retain such possession and to collect the rents thereof and lease said premises in such parcels and for such times and upon such terms and to such person or persons as to said party of the second part or its successors in trust, or its or their agents or attorneys may seem proper, andto operate the property and to sign the name of the party of the first part hereunder on all papers andreceipts used in connection therewith where it is necessary or advisable to do so, and after paying all outstanding taxes, assessments and levies imposed by the State of Alabama, the County of Baldwin, together with all insurance premiums due or payable for renewals of insurance and for continuing the insurance of said property as herein provided, andafter paying all necessary and proper operating expenses, including repairs, labor, materials, supplies, gas, water, electricity and other charges, together with reasonable attorneys' fee and five per cent (5%) of all amounts collected as Trustee's fees for its service in that behalf, the Trustee shall use the surplus, if any there shall be, from the revenue of said property as follows: (1) In the payment of outstanding interest coupons, paying in full those of the lowest numbers and earliest maturities, so far as said earnings will go. (2) If any sum shall remain after the payment of interest, in the payment ratably of any bond or bonds that by its or their terms shall then be due and payable. (3) After all of the above expenses, charges and disbursements have been made and all arrears of interest and all matured bonds have been paid and enough funds have been accumulated in addition thereto to pay the next maturing interest on said bonds, it shall then be the duty of the Trustee hereunder to turn said property back to said party of the first part. The privilege herein granted shall be a continuing privilege, so often as the occassion arises, and shall not be exhausted by one or more users thereof.

ARTICLE 8. The foregoing provision for entry, taking possession and operation under the power aforesaid is cumulative, with the ordinary remedy of foreclosure, and upon default being made as provided in this Trust Deed, and upon request in writing of the holder or holders of one ormore of the then outstanding bonds, it shall be the duty of the Trustee to institute a suit for foreclosure, and in case of foreclosure of this trust deed in any court of law or equity, or the commencement of such foreclosure or preparation therefor, or of any suit or legal proceedings where said party of the second part or its successors in trust, or the holder or holders of said bonds, or either of them, shall be or be made parties by reason of this deed, the reasonable fees, charges and expenses of all such persons

incurred in such proceedings or in the preparation therefor, and of their attorneys and solicitors, including other expenses, all costs and expenses for solicitors' and attorneys' fees, all costs of documentary evidence, stenographers' charges, and for procuring and continuing abstracts of title to said premises and of title guarantee policy or policies, pringing billsand otherwise, incurred thereby, shall be further liens upon said premises under this Deed, and shall become so much additional indebtedness secured by this trust deed, and may be taxed as costs in any such suit or proceeding, or be paid out of the preceeds of the sale of the property herein described, or from rents as other costs, if not paid by said party of the first part.

Out of the proceeds of any sale of said premises or any part thereof under any foreclosure of this deed of trust shall be paid: (1) All costs of such suit or suits, advertising, sale and conveyance, including solicitors' and Trustees' fees and the cost of documentary evidence and stenographers' charges, as aforesaid. (2) All of the moneys advanced by any person or persons who shall be party or parties to such foreclosure proceedings for taxes, assessments, insurance, repairs, procuring and continuing abstracts of title, title guarantee policy or policies, mechanics' liens, or for any other purpose authorized in this deed, with interest at the rate of seven per cent (7%) per annum on such advances. (3) All the bonds and coupons for the satisfaction of which said premises shall be sold, or if such foreclosure proceedings shall be in whole or in part for the satisfaction of any bonds or coupons secured hereby and the accrued interest thereon. (4) The overplus of the purchase money, if any there shall be, shall be paid to the said party of the first part, or their heirs, legal representatives or assigns or reasonable request. And it shall not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money. And said party of the first part further covenants, agrees and consents that in case of the filing of a bill in chancery to foreclose this trust deed, a Receiver may be appointed by the court at the time of the filing of such bill, with the usual powers of a receiver in chancery, to have immediate possession ofand to operate and lease said premises and collect the rents therefrom during the pendency of said suit and during the statutory time of redemption from such sale; and in case of foreclosure and any sale thereunder, and a deficiency not paid by the proceeds of such sale, and no receiver has been appointed under the foregoing provision, a Receiver may then be appointed by the court with immediate possession and powers as above mentioned; all without regard to the solvency or insolvency of the person or persons at the time of such application for a Receiver liable for thedebt secured hereby, and without regard to the then value of the said premises, or whether the same shall then be occupied as a homestead by the owner of the equity of redemption; and after paying the expenses of such receivership, including all moneys disbursed by said Receiver for repairs, insurance, taxes and assessments upon said premises, the remainder of the rents and income of the property shall be applied towards payment of any deficiency not paid by the proceeds of sale; but these conditions and the action of thecourt by virtue hereof, andthe various rights, powers, options, elections, appointments and remedies contained in this deed shall be construed as cumulative, and none of them as exclusive of the others or of any rights or remedies allowed by law; and said party of the first part consents to the appointment of said party of the second part or its successors in trust as such Receiver. On the sale of said property on foreclosure any abstracts of title, guaranty policies or other muniments of title shall go to the purchaser and belong to him.

ARTICLE 9. It is further expressly understood, covenanted and agreed that in case the interest coupons hereinbefore mentioned and described and any additional interest coupons executed upon any extension of said principal sum or sums, in extension thereof shall be made, shall become the property of any person or persons other than the holder or holders of said bond or bonds, or if disbursements shall be made as authorized hereby by any person other than the holder or holders of said bond or bonds, then in that case this trust deed may be foreclosed for the amount due at any time upon said interest coupons or any of them, or for renewal interest coupons or any of them, or for non-payment of said disbursements the same to all intents and purposes as though they and said principal sum were secured by separate deeds of trust; PROVIDED, however, that any such foreclosure for any amount due upon interestcoupons or renewal interestcoupons, or for disbursements as aforesaid, shall be in all respects secondary and subject to the lien of this trust deed for the security of the principal sum and any and

all interest coupons and disbursements other than and in addition to those for which said foreclosure shall be had; and the continuing lien of this trust deed for the security of said principal sum and any of the said interest coupons or renewal interest coupons and disbursements other than and in addition to those hereby foreclosed shall be in now wise affected thereby.

ARTICLE 10. It shall not be obligatory on the Trustee or its successors in trust to take possession of and to operate said property, or to collect the rents, income and profits thereof, or to foreclose this trust deed, or to do or refrain from doing any act purguant to the request or deman of any person, until such person or the owner of one or more of the bonds then outstanding, shall by his writing duly signed by him, request the Trustee so to act, and shall deposit with the Trustee the bonds of the party of the first part so heldby him and secured thereby, and shall further give the Trustee such assurance of indemnity for its disbursements and fees as it may require, but nevertheless the Trustee hereunder may, at its election in case of default as aforesaid, so take possession of and operate said property whether it has received said request or not, and in such case its charges, disbursements and expenses hereunder as above specified shall be a first lien upon the property hereby conveyed.

ARTICLE 11. It shall be no part of the duty of said Trustee to see to the proper execution or recording of this instrument, or to do any act for the continuance of the lien hereof; it shall be under no obligation or duty to perform any act hereunder unless it is first reasonably indemnified, and it shall have a lien on said property prior to any other claim hereunder for its outlays, reasonable expenses, and attorneys' fees, and for compensation for all services which it may at any time perform under this instrument. The exclusive right of action hereunder shall be vested in said Trustee until refusal on its part to act, and no bondholder shall be entitled to enforce these presents in any proceeding in law or in equity until after demand has been made upon the Trustee accompained by tender of indemnity as aforesaid, and said Trustee has refused to act in accordance with such demand. Said Trustee shall not be bound to recognize any person as a bondholder until his bonds have been deposited with said Trustee and until his title thereto has been satisfactorily established.

ARTICLE 12. A reconveyance of said premises shall be made by the party of the second part to the proper person on full payment of the indebtedness aforesaid and the performance of the comenants and agreements herein made by the party of the first part, and the payment of the reasonable fees of said Trustee.

ARTICLE 13. The trustee is authorized to release from the lien of this trust deed at any time hereafter any portion of thereal estate above described, provided that lots 13, 14 and 15, above more fully described, shall not be released until one hundred of the above described bonds shall be produced and cancelled by the trustee, also that the N. W. ¼ (except the North 20 acres of the N. E. ¼ thereof) of Section 9, above more fully described, shall not be released until two hundred and ten of the above described bonds shall be produced and cancelled by the trustee, also that none of the remaining land shall be released until five of the above described bonds shall be produced and cancelled by the trustee for each twenty acres released. The trustee is authorized to assume for the purpose of such partial releases that each quarter quarter and each half quarter section contain exactly 40 or 80 acres, as the came may be, and shall not be obliged to see to it that each quarter quarter contains exactly 40 acres.

PROVIDED ALWAYS that the said party of the second part, its successors in trust, or the agents or attorneys of said Trustee, shall incur no personal liability for what it or they may do or omit to do under the powers contained in this deed, except in case of its or their own gross negligence or minconduct. And provided, forther, that said party of the second part, its successors in trust, or the agents or attorneys of said Trustee, shall not be liable for any act or omission to act as such Trustee to any holder of any bond secured by this deed until after the refusal to comply with the reasonable written request of such holder, particularly specifying the acts and things to be done by said Trustee, and offering indeminty for such acts, and if such Trustee, upon such written request to act and offer of indemnity shall decline to serve, it may do so by written refusal and resignation of its trusteeship, to be executed,

acknowledged and recorded as instruments of conveyance of real estate are required to be by the laws of Illinois; and from date of filing such refusal and resignation for record, such Trustee shall be thereby divested of all right and power as Trustee under this deed, and all liability of said Trustee to any such bondholder or bondholders or anyparties in interest hereunder shall thereupon cease and determine, and the estate hereby conveyed to it shall vest in its successors in trust.

The Trustee herein or its successors in trust may resign or discharge itself or themselves of and from the trust hereby created by resignation in writing filed in the Recorder's office of said county, and in case of a vacnacy in theoffice of Trustee or otherwise a successor or successors may be appointed by the holder or holders of a majority of the bonds then outstanding by an instrument in writing duly signed and acknowledged by them, which said instrument shall be recorded in the office of the Judge of the Probate Court, in and for Baldwin County, Alabama, or in case said holder or holdess do not agree in the appointment of a new trustee within thirty (30) days after such vacancy shall occur, then the holder or holders of any of said bonds may apply to the proper court of Baldwin County for the appointment of a new Trustee or Trustees upon such notice as such court shall prescribe to be given in such manner or upon or to such party or parties, person or persons as such courr shall direct, or upon such notice as shall be in accordance with the rules and provisions of the court, and such Trustee or Trustees so appointed by such majority in interest of said bondholder or holders or by such court, shall, on its, his or their acceptance of its, his or their appointment, thereby and thereupon become and be vested with all the powers, rights, estates and interests granted or conferred upon said party of the second part herein by these presents, and without any further assurance or conveyance whatsoever. In case Chicago Title and Trust Company shall become consolidated with any company orcompanies, or in case its trust business shall be transferred to any other company, then this trustwith all its powers and duties shall go the company which succeds it.

We hereby certify that the mortgage or privilege tax on the above instrument was paid the the lenders as required by the general act of the legislature of 1919.

IN WITNESS WHEREOF, On the day and year first above written, the said party of the first part has hereunto signed their names and affixed their seals, and the party of the second part by its proper officer hereby accepts the trusts herein contained.

CHICAGO TITLE AND TRUST COMPANY, Trustee,

By H. J. Tansley, Asst. Secy.

John Stelk (SEAL)

Emma Stelk (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Albert W. Keller a Notary Public in and for the County and State aforesaid, do hereby certify that John Stelk and Emma Stelk, his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as and for their free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this first day of September A. D. 1920.

Albert W. Keller
Notary Public.

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Albert W. Keller a Notary Public in and for and residing in the county and state aforesaid, do hereby certify that Emma Stelk who is known to me to be the wife of the within named John Stelk who being examined separate and apart from her husband in reference to her signature to the foregoing instrument acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of her husband.

Given under my hand and notarial seal this 1st day of September, 1920.

Albert W. Keller
Notary Public.

STATE OF ILLINOIS)
) SS
COOK COUNTY)

I, P. J. O'Shea, a Notary Public in and for said county in the State aforesaid, hereby certify, that John Stelk whose name is signed to the foregoing conveyance, and who is known to me, acknoweldged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears da te.

Given under my hand this 27th day of February, A. D. 1928.

P. J. O'Shea
Notary Public,
My commission expires January 10, 1930.

That under the aforesaid deed of trust first mortgage Two hundred Sixty six bonds as therein described in the sum of One Hundred Dollars each, dated September 1, 1920 due September 1, 1930, with interest at the rate of seven per cent per annum, interest payable semi-annually, and evidenced by interest coupons one to twenty attached to the said bonds were issued and sold; that your Complainants suing individually herein, and the said Vera De Paola, defendant, are the owners of all of said bonds and coupons; that the said bonds and each of them were authenticated by a certificate thereon, signed by the Chicago Title and Trust Company, then acting as Trustee; that the said bonds are owned and held as follows:

Minnie Ammen is the owner and holder of bonds 184, 185, 193 and 194; Catherine Basso is the owner and holder of bonds 415 and 426; Wendel Czieger is the owner and holder of bonds 251, 252, 253, 254, 255, 256, 257, 258 and 259, 280, 281, 282, 283, 284, 285, 286 and 162, 163, 197, 232, 233, 234, 235, 236, 237 and 238; Frank Dumalski is the owner and holder of bonds 331, 340, 341, 242 and 243; Vera De Paola is the owner and holder of bonds 460 and 461; that Lena Fricke is the owner and holder of bonds 131, 132, 133, 134, 135, 136, 137, 138 and 139; George Faltum is the owner and holder of bonds 462; Fred Hufnagel is the owner and holder of bonds 146, 147, 148, 149, 150, 151, 152, 153 and 325, 326, 327, 328, 329 and 330; Johanna Hoppe is the owner and holder of bonds 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182 and 183; Albert Keller is the owner and holder of bonds 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, and 130; Anna Kohl is the owner and holder of bonds 156 and 157; Martha Klein is the owner and holder of bond 158; Minna Klein is the owner and holder of bond 159; Mrs. Martha Lehrman is the owner and holder of bonds 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221 and 222; Tillie Raabe is the owner and holder of bond 364, Carrie S. Tuttle is the owner and holder of bonds 160, 161, 196;

William Sewerien is the owner and holder of bonds 186, 187, 188, 189, 190, 191, and 192; August Sellin is the owner and holder of bonds 239, 240, 241, 242, 243, 244, 245, 246, 247 and 248 and 365; Gustav Huebner is the owner and holder of bond 195; Frank Ehlschlager is the owner and holder of bonds 420; that the foregoing constitutes all of the now outstanding bonds under the aforesaid deed of trust; that no other bonds were ever issued under the said deed of trust or it issued, the same have been paid off, cancelled and retired; that default has been made and now continues in the payment of interest installments on the aforesaid bonds as follows:

On bonds 184, 185, 193 and 194, owned by Minnie Ammen, default has been made and continues in the payment of interest installments due thereon September 1, 1927, March 1, 1928, being interest coupons on each of said bonds number 14 and 15; on bonds 415 and 426, owned by Catherine Basso, default has been made and continues in the payment of interest installments due thereon on bond number 415, September 1, 1926, March 1, 1927, September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 12, 13, 14 and 15; and default has been made in the payment of interest installments on bond 426 due September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 14 and 15 evidencing such interest installment on said bond; on bonds 251, 252, 253, 254, 255, 256, 257, 258, 259 and 280, 281, 282, 283, 284, 285, 286 and 162, 163, 197, 232, 233, 234, 235, 236, 237 and 238, owned by Wendel Czieger, default has been made and continues in the payment of interest installments due thereon September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 14 and 15; on bonds 331, 340, 341, 342 and 343, owned by Frank Dumalski, default has been made and continues in the payment of interest installments due thereon September 1, 1924 ~~and March 1, 1928~~ and subsequent installment, being interest coupons on each of said bonds number 14 ~~and 15~~ and subsequent coupons; on bonds 460 and 461, owned by Vera De Paola, complainants are not informed as to whether or not default has been made thereon, on bonds 131, 132, 133, 134, 135, 136, 137 and 138, 139 owned by Lena Fricke, default has been made and continues in the payment of interest installments due thereon September 1, 1922, March 1, 1923, September 1, 1923, March 1, 1924, September 1, 1924, March 1, 1925, September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927 and March 1, 1928, being interest coupons on each of said

bonds number 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15; on bonds 462, owned by George Faltum, default has been made and continues in the payment of interest installments due thereon September 1, 1923, March 1, 1924, September 1, 1924, March 1, 1925, September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15; on bonds 146, 147, 148, 149, 150, 151, 152, 153 and 325, 326, 327, 328, 329 and 330, owned by Fred Hufnagel, default has been made and continues in the payment of interest installments due thereon September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 14 and 15; on bonds 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182 and 183, owned by Johanna Hoppe, default has been made and continues in the payment of interest installments due thereon March 1, 1925, September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 9, 10, 11, 12, 13, 14, and 15; on bonds 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31,32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124,125, 126, 127, 128, 129 and 130, owned by Albert W. Keller, default has been made and continues in the payment of interest installments due thereon March 1, 1927, September 1, 1927, and March 1, 1928, being interest coupons on each of said bonds number 13, 14 and 15; on bonds 156 and 157, owned by Anna Kohl, default has been made and continues in the payment of interest installments due thereon March 1, 1927, September 1, 1927, and March 1, 1928, being interest coupons on each of said bonds number 13, 14 and 15; On bond 158, owned by Martha Klein, default has been made and continues in the payment of interest installments due thereon March 1, 1924, September 1, 1924, March 1, 1925, September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 7, 8, 9, 10, 11, 12, 13, 14 and 15; on bond 159, owned by

Minna Klein, default has been made and continues in the payment of interest installments due thereon March 1, 1924, September 1, 1924, March 1, 1925, September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927, and March 1, 1928, being interest coupons on each of said bonds number 7, 8, 9, 10, 11, 12, 13, 14 and 15; on bonds 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221 and 222, owned by Mrs. Minnie Lehrman, default has been made and continues in the payment of interest installments due thereon September 1, 1924, March 1, 1925, September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927, and March 1, 1928, being interest coupons on each of said bonds number 8, 9, 10, 11, 12, 13, 14 and 15; on bonds 364, owned by Tillie Raabe, default has been made and continues in the payment of interest installments due thereon September 1, 1924, March 1, 1925, September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 8, 9, 10, 11, 12, 13, 14 and 15; on bonds 160 and 161, owend by Carrie S. Tuttle, default has been made and continues in the payment of interest installments due thereon March 1, 1922, September 1, 1922, March 1, 1923, September 1, 1923, March 1, 1924, September 1, 1924, March 1, 1925, September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15; on bond 196, owned by Carrie S. Tuttle, default has been made and continues in the payment of interest installments due thereon September 1, 1921, March 1, 1922, September 1, 1922, March 1, 1923, September 1, 1923, March 1, 1924, September 1, 1924, March 1, 1925, September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927, and March 1, 1928, being interest coupons on each of said bonds number 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15; on bonds 186, 187, 188, 189, 190, 191 and 192, owned by William Sewerien, default has been made and continues in the payment of interest installments due thereon September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 14 and 15; on bonds 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250 and 365, owned by August Sellin, default has been made and continues in the payment of interest installments due thereon

September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 10, 11, 12, 13, 14 and 15; on bonds 195, owned by Gustav Huebner, default has been made and continues in the payment of interest installments due thereon September 1, 1923, March 1, 1924, September 1, 1924, March 1, 1925, September 1, 1925, March 1, 1926, September 1, 1926, March 1, 1927, September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15; on bonds 420, owned by Frank Ehlschlager, default has been made and continues in the payment of interest installments due thereon March 1, 1924, ~~September 1, 1924 and March 1, 1928~~ subsequent installment, being interest coupons on each of said bonds number 13, ~~and 15~~ subsequent coupons

THIRD: Complainants further show unto your Honor that on to-wit, 18th day of November, 1927 the aforesaid Chicago Title and Trust Company resigned as trustee under the aforesaid deed of trust, a copy of which resignation having been duly executed on the said date and having been duly recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 42, page 483, a copy of which said resignation is hereto attached marked exhibit "A" and made a part of this complaint; that on to-wit, the 18th day of November, 1927, under and by virtue of the terms of the aforesaid deed of trust your complainants Frederick Hufnagel, Johanna Hoppe, Catherine Basso, Gustav Huebner, August Sellin, Wm. Sewerien, Mrs. Anna Kohl, Martha Klein, Carrie S. Tuttle, Wendel Czieger, George Faltum, Tillie Raabe, Minna Klein, Minnie Ammen, Albert W. Keller by instrument duly acknowledged and recorded in the office of the Judge of Probate of Baldwin County, Alabama, being the owners and holders of the majority of the outstanding and uncancelled bonds issued under the aforesaid deed of trust, appointed, designated and elected your Complainant, Albert W. Keller, of Foley, Alabama, as trustee in and under the said deed of trust in lieu of an in place of the said Chicago Title and Trust Company, resigned, which said instrument is duly recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 42, page 483-5, and a copy of said instrument is hereto attached and marked exhibit "B" and made a part of this complaint; that under and by virtue of the aforesaid resignation of the said Chicago Title and Trust Company and the aforesaid appointment, designation and election by the owners and holders of the outstanding bonds, the said Albert W. Keller is now duly constituted and acting as trustee under the aforesaid deed of trust.

FOURTH: Complainants further shows unto your Honor that default having been made and continuing in the payment of the interest due on said bonds as aforesaid, and default having continued for more than thirty days prior to February 8, 1928, in the payment of each of said installments, except the installment due March 1, 1928; and default having further been made in the performance of the agreement in said deed of trust to keep the said property insured and to pay the taxes thereon and due andproper notice thereof having been given as aforesaid, and the said default having continued for more than sixty days prior to February 8, 1928, your Complainants each did declare the sums evidenced by the said bonds held by him or her respectively, due and payable and your complainants Frederick Hufnagel, Johanna Hoppe, Catherine Basso, Gustav Huebner, August Sellin, Wm. Sewerien, Mrs. Anna Kohl, Martha Klein, Carrie S. Tuttle, Wendel Czieger, George Faltum, Tillie Raabe, Minna C. Klein, Minnie Ammen, and Albert W. Keller, did by an instrument in writing, a copy of which is hereto attached and marked exhibit "C" and made a part of this complaint, request the said Albert W. Keller as trustee, aforesaid, to enter upon the aforesaid land and premises and to manage, operate and control the said land and premises and improvements thereon and to employ labor and help in caring for, improving and preserving the orchard and other improvements located on said land, and to incur and pay necessary expenses for fertilizing and cultivating said orchard and for raising fruit, picking and marketing the same raised on said orchard and otherwise to do and perform all that is provided for in said deed of trust in the way of management and control of said land and premises and the improvements thereon and they did further request the said Albert W. Keller to institute a suit for foreclosure of the said deed of trust as to the aforesaid lands; that under and by virtue of the aforesaid mortgage and of request of the said bondholders the said Albert W. Keller as trustee aforesaid, did enter on and take possession of the said land and improvements and did expend large sums of money in performing the direction of the said bondholders and in further compliance with the said request he does join in bringing this suit for foreclosure of said deed of trust, and has employed counsel in the premises; and complainants further show unto your honor that the said default in the payments of the interest due on said bonds and in the payment of the principal sums due

thereby still continues, and they do further show that default continues in the performance of said agreement to keep the taxes paid on said lands and to keep the improvements thereon insured.

FIFTH: Complainants further show unto your Honor that on to-wit, the first day of October, 1922 the said John Stelk and Emma Stelk did execute and deliver to Lars Schmidt a second mortgage on that part of said land described as the Northwest quarter and the South half of Southwest quarter of Section nine Township eight South of Range four East, which said mortgage was duly recorded in the aforesaid Probate Office in Mortgage Book 31, pages 310-1 and a copy of which said mortgage is hereto attached marked exhibit "D" and made a part of this complaint. Complainants further show unto your Honor that they are not informed as to the amount owing to the said defendant Lars Schmidt under the aforesaid mortgage, but they show unto your Honor that your Complainants and each of them and the defendant the said Vera De Paola, have a lien under and by virtue of the aforesaid deed of trust on the aforesaid prior to any interest or claim of the said Lars Schmidt for any debt that may be due him from the said John Stelk and Emma Stelk under the aforesaid mortgage marked exhibit "D"; the complainants further show unto your Honor that on to-wit, July 1, 1926, the said John Stelk and Emma Stelk did execute and deliver to the defendant Fred Mau as trustee, a mortgage conveying the Northwest quarter and South half of Southwest quarter of Section nine and the Northwest quarter of Section fifteen, Township eight South of Range four East, which said mortgage is recorded in the said Probate office in Mortgage Book 40, page 136-8, a copy of which said mortgage is hereto attached marked exhibit "E" and made a part of this complaint; that your complainants are not informed as to the amount owing from the said John Stelk and Emma Stelk to the said Fred Mau as trustee, under the aforesaid instrument, but that under and by virtue of the aforesaid deed of trust hereinabove set out, they have alien on the said property prior to any claim or interest which the said Fred Mau as trustee, may have in the aforesaid property under and by virtue of the said mortgage marked exhibit "E"; Complainants further show unto your Honor that on to-wit, the 12th day of August, 1927, an involuntarily petition of bankruptcy against the said John Stelk was filed in the United States District Court, Northern District of Illinois, Eastern Division, and on August 26, 1927 in the said proceedings number 38372 the said

John Stelk was adjudicated a bankrupt and a trustee in bankruptcy was appointed, and that on March 1, 1928 the said trustee having been duly authorized thereto did sell all the right, title and interest of the said John Stelk, bankrupt, in and to the aforesaid property to the defendant Charles O'Brien, complainants further show that the said Margaret O'Brien is the wife of said Charles O'Brien and as such has a dower interest in said property, subject to the rights of complainants.

SIXTH: Complainants further shows unto your Honor that the said Vera De Paola is the owner of two of the bonds issued under the aforesaid deed of trust, namely bonds numbered 460 and 461; that your complainants are not informed as to whether or not default has been made thereon.

Wherefore your Complainants pray that the said John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Vera De Paola, Lars Schmidt, Frederick Mau, be made party defendants to this bill of complaint; that by due and proper proceeds of this court, that they be required to plead, answer or demur to this bill of complaint within the time and under the penalties prescribed by law and the practice of this honorable court; that upon the hearing of the cause made by this bill of complaint this court shall ascertain and fix the amount of the debt owing by the said John Stelk and Emma Stelk to each of the respective complainants and to the said Vera De Paola, and will ascertain and fix the amount owing to the said Albert W. Keller as trustee, for expenses incurred by him as trustee in the matter of taking possession, management and control of the aforesaid property, and incurred by him for attorneys fees and other lawful charges, including compensation under the aforesaid deed of trust; and that the lien of the aforesaid bondholders and of the said Albert W. Keller as trustee, be established on the aforesaid property to secure such amount as shall be found due to each of the said bondholders; that the said John and Emma Stelk be required to pay to each of the said bondholders such sum or sums as thiscourt shall ascertain to be due them under the aforesaid deed of trust, and be required to pay the said trustee such sum as this court shall ascertain to be due him as trustee in the said premises; that in the event and upon the failure or refusal of the said John and Emma Stelk to pay the said sum, this honorable court shall sell or cause to be sold the aforesaid land in such manner as this court shall direct, proceeds to be applied in the manner that this court shall direct and your complainants offer to do and perform

whatsoever this court shall require of them and they do further pray for such other, further, different relief as in equity they shall be entitled to.

William H. Tuttle
Beebe & Hall
Solicitors for Complainants

NOTE: The defendants, John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Vera De Paola, Lars Schmidt and Frederick Mau are each required to answer the allegations of the foregoing Bill of complaint, paragraphs one to six, inclusive, but not under oath, oath is hereby expressly waived.

William H. Tuttle
Beebe & Hall
Solicitors for Complainants

STATE OF ALABAMA)
(
BALDWIN COUNTY)

Before me the undersigned Notary Public in and for said State and County, this day personally appeared W. C. Beebe, who is known to me and who being by me first duly sworn, deposes and says that John Stelk and Emma Stelk are each over the age of twenty-one years and are non residents of the State of Alabama, residing at and their Post Office address being 73 N. Prospect Ave. Clarendon Hills, Du Page County, Illinois; that Charles O'Brien and Margaret O'Brien are each over the age of twenty-one years and are non residents of the State of Alabama; residing at and their Post Office address being 1503 Warren Ave. Chicago, Illinois; that Vera De Paola is over the age of twenty-one years and a non resident of the State of Alabama, residing at and her Post Office address being Atlantic City, New Jersey; that Lars Schmidt is over the age of twenty-one years and a non resident of the State of Alabama, residing at and his Post Office address being 2056 West 21st St. Chicago, Illinois; that Frederick Mau is over the age of twenty-one years and a non resident of the State of Alabama, residing at and his Post Office address being 1220 S. Scoville Ave. Oak Park, Illinois.

W C Beebe

Sworn to and subscribed before me on this the 29 day of May, 1928.

Eloise Slocumb
Notary Public, Baldwin County, Alabama.

Exhibit A

THIS INDENTURE, made and executed this eighteenth day of Nobember, A. D. 1927, WITNESSETH:

WHEREAS, JOHN STELK and EMMA STELK, his wife, executed and delivered to the undersigned Chicago Title and Trust Company, a trust deed or deed of trust, dated September 1, 1920, wherein they conveyed to said Chicago Title and Trust Company, a corporation organized and doing business under the laws of the State of Illinois, as Trustee under the conditions and with the powers in said Trust Deed or Deed of Trust set forth, the following described lands and real estate, situated in the County of Baldwin and State of Alabama, to-wit:

Lots thirteen (13), fourteen (14) and fifteen (15) in Block eleven (11) in Foley, being a subdivision of a part of Sections twenty-eight (28) and twenty-nine (29) in Township seven (7) South, Range four (4);

The Northeast quarter (N. E. ¼) of the Southeast quarter (S.E.¼) of section eight (8) in Township eight (8) South, Range five (5);

The Southeast quarter (S.E.¼) of the Northeast quarter (N.E.¼) of Section twenty-seven (27) in Township Seven (7) South, Range Four (4);

The West Half (W.½) of the Southeast quarter (S.E.¼) of the Southwest Quarter (S.W.¼) of Section Twenty-three (23) in Township Seven (7) South, Range three (3);

The Southwest Quarter (S.W.¼) of the Southeast quarter (S.E.¼) of Section Five (5);

The North Half (N.½) of the Northeast quarter(N. E. ¼); also the Northeast quarter N.E.¼) and the Southwest quarter S.W¼) in the Southwest quarter (S.W¼); also the Southeast quarter (S.E.¼) of the Southeast quarter (S.E.¼) of Section eight (8);

The Northwest quarter (N.W.¼) (except the North Twenty (N.20) acres of the Northeast quarter(N.E.¼) thereof) and the Southhalf (S.½) of the Southwest quarter (S.W.¼) of Section nine (9);

The Northwest quarter (N.W.¼) of the Northwest quarter (N.W.¼) of Section fifteen (15);

The Northeast quarter (N.E.¼) of the Northeast quarter (N.E.¼); and the South Half (S.½) of the Northwest quarter (N.W.¼) of the Northwest quarter (N.W.¼); the Southeast quarter (S.E¼) of the Northwest quarter (N.W.¼) and the Northwest quarter (N.W.¼) of the Southwest quarter (S.W.¼) of Section sixteen (16);

The Southeast quarter (S.E.¼) of the Southeast quarter (S.E.¼) of Section seventeen (17);

The South half (S.½) of the Northwest quarter (N.W.¼) of Section Twenty-one (21)

All in Township Eight (8) South, Range four (4);

All of said Ranges being East of St Stephens Principal Meridian.

said conveyance to said Trustee being in trust for the equal pro rate benefit and security of the holders of certain bonds in said Trust Deed or Deed of Trust described, said bond issue embracing 500 bonds of $100. each, all dated September 1, 1920, signed and executed by said John Stelk, bearing seven per cent interest, and all due September 1, 1930, which said Trust Deed or Deed of Trust was filed for record on September 9, 1920, in the Office of the Judge of Probate of Baldwin County, Alabama, and recorded in said Office in Mortgage Record 24, at pages 640 to 645 inclusive; and

WHEREAS, it was provided in said Trust Deed or Deed of Trust as follows:

"The Trustee herein, or its successors in trust may resign or discharge itself or themselves of and from the trust hereby created by resignation in writing filed in the Recorder's Office of said County"; and

WHEREAS, the undersigned, CHICAGO TITLE AND TRUST COMPANY desires to exercise its power and privilege in said Trust Deed or Deed of Trust provided, to resign as Trustee and discharge itself from the trust in said Trust Deed or Deed of Trust created;

NOW THEREFORE, said CHICAGO TITLE AND TRUST COMPANY, a corporation, HEREBY RESIGNS AS TRUSTEE in said Trust Deed or Deed of Trust above described, and HEREBY DISCHARGES ITSELF from the trust in and by said Trust Deed or Deed of Trust created.

IN TESTIMONY AND WITNESS WHEREOF, the said CHICAGO TITLE AND TRUST COMPANY, a corporation, hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Vice President, and attested by its Secretary, the day and year first above written.

Signed, sealed and delivered
in the presence of

C. J. Olsen
H. W. Cooley.

CHICAGO TITLE AND TRUST COMPANY

By: M. J. Kantzky, Vice President.

Attest: H. J. Tansley, Secretary.

THE STATE OF ILLINOIS)
COOK COUNTY)

I, Belle M. Stark, a Notary Public, in and for said County in said State, hereby certify, that M. J. Kantzky whose name as Vice President of the Chicago Title and Trust Company, a corporation, and H. J. Tansley whose name as Secretary of said corporation, is signed to the foregoing instrument, and who are each known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they each assumed respective officers, and with full authority, executed the same voluntarily, for and as the act of said corporation.

Given under my hand and Notarial Seal this the 22nd day of November, A. D. 1927.

Belle M. Stark
Notary Public.

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, Belle M. Stark, a Notary Public inand for said County in the State aforesaid, hereby certify , that C. J. Olsen a subscribing witness to the foregoing instrument and known to me, appeared before me this day and being duly sworn stated M. J, Kantzky as Vice President, and H. J. Tansley as Secretary of the Chicago Title and Trust Company, a corporation, voluntarily executed the same in his presence, and in the presence of the other subscribing witness on the day the same bears date, that he attested the same in the presence of said persons so executing said instrument and of the other subscribing witness, and that such other subscribing witness subscribed his name in his presence.

Given under my hand and Notarial seal this 22nd day of November, A. D. 1927.

Belle M. Stark
Notary Public.

Exhibit B.

THIS INDENTURE, made and executed this eighteenth day of November, A. D. 1927, WITNESSETH:

WHEREAS, JOHN STELK and EMMA STELK, his wife, executed and delivered a Trust Deed or Deed of Trust, dated September 1, 1920, wherein they conveyed to the CHICAGO TITLE AND TRUST COMPANY, a corporation organized and doing business under the laws of the State of Illinois, as Trustee under the conditions and with the powers in said Trust Deed or Deed of Trust set forth, the following described lands and real estate, situated in the County of Baldwin and State of Alabama, to-wit:

Lots Thirteen (13), Fourteen (14) and Fifteen (15) in Block Eleven (11) in Foley, being a Subdivision of a part of Sections Twenty-eight (28) and Twenty-nine (29) in Township Seven (7) South, Range Four (4);

The North-east Quarter (N.E.¼) of the South-east Quarter (S.E.¼) of Section Eight (8) in Township Eight (8) South, Range five (5);

The South-east Quarter (S.E.¼) of the North-east Quarter(N.E.¼) of Section Twnety-seven (27) in Township Seven (7) South, Range Four (4);

The West Half (W½) of the South-east quarter (S.E.¼) of the South-west Quarter (S.W.¼) of Section Twenty-three (23) In Township Seven (7) South, Range Three (3);

The South-west Quarter (S.W.¼) of the South-east Quarter (S.E.¼) of Section Five (5);

The North Half (N.½) of the North-east Quarter (N.E.¼) also the North-east Quarter (N.E.¼) and the South-west Quarter (S.W.¼) in the South-west Quarter (S.W.¼); also the South-east Quarter (S.E.¼) of the South-east Quarter (S.E.) of Section Eight (8);

The North-west Quarter (N.W.¼) (except the North twenty (N.20) acres of the Northeast Quarter (N.E. ¼) thereof) and the South Half (S.½) of the South-west quarter (S. W. ¼) of Section Nine(9);

The North-west Quarter (N.W.¼) of the North-west Quarter (N.W.¼) of Section Fifteen (15);

The North-east quarter(N.E.¼) of the North-east quarter (N. E. ¼) and the South Half (S.½) of the North-west Quarter (N. W. ¼) of the North-west Quarter (N.W.¼); the South-east Quarter (S.E.¼) of the North-west Quarter (N.W.¼) and the North-west Quarter (N.W.¼) of the South-west Quarter (S.W.¼) of Section Sixteen (16);

The South-east quarter (S.E.¼) of the South-east Quarter (S.E.¼) of Section Seventeen (17);

The South half (S½) of the North-west quarter (N.W.¼) of Section Twenty-one (21)

All in Township Eight (8) South, Range four (4);

All of said Ranges being East of the Mississippi Principal Meridian.

said conveyance to said Trustee being in trust for the equal pro rata benefit and security of the holders of certain bonds in said Trust Deed or Deed of Trust described, said bond issue embracing 500 bonds of $100. each, all dated September 1, 1920, signed and executed by said John Stelk, bearing seven per cent interest, and all due September 1, 1930; which said Trust Deed or Deed of Trust was filed for record on September 9, 1920, in the Office of the Judge of Probate of Baldwin County, Alabama, and recorded in said Office in Mortgage Record 24, at pages 640 to 645 inclusive; and

WHEREAS, it was provided in said Trust Deed or Deed of Trust as follows:

> "The Trustee herein or its successors in trust may resign or discharge itself or themselves of and from the trust hereby created by resignation inwriting filed in the Recorder's Office of said County, and in case of a vacancy in the office of Trustee or otherwise, a successor or successors may be appointed by the holder or holders of a majority of the bonds then outstanding, by an instrumentin writing duly signed and acknowledged by the, which said instrument shall be recorded in the Office of the Judge of the Probate Court in and for Baldwin County, Alabama" - - - "And such Trustee or Trustees so appointed by such majority in interest of said bondholders or by such Court, shall, on its, his or their acceptance of its, his or their appointment, thereby and thereipon become and be vested with all the powers, rights, estates and interests granted or conferred upon said party of the second part herein by these presents, and without any further assurance of conveyance whatsoever;"

and said Chicago Title and Trust Company, the Trustee designated in said Trust Deed or Deed of Trust has resigned and discharged itself of and from the trust in said Truat Deed or Deed of Trust created, and has executed its resignation in writing to be filed in the Office of the Judge of Probate in and for Baldwin County, Alabama; and

WHEREAS, It is provided in said Trust Deed or Deed of Trust that partial releases from the lien of said Trust Deed or Deed of Trust may be executed by said Trustee, by the production to and cancellation by said Trustee of a certain number of said bonds which said Trust Deed or Deed in Trust was given to secure, as set forth in said Trust Deed or Deed of Trust; and divers sets and numbers of said bonds have been produced and cancelled by said Trustee and releases of portions of the land covered by said Trust Deed or Deed of Trust have been executed because of such cancellations; and the total number of said bonds so cancelled and rendered void is 235 bonds; and the toal number of bonds now in force and outstanding in 265 bonds of par value $100. each; and

WHEREAS, the holders and owners of a majority of said bonds now in force and outstanding, desire that ALBERT W. KELLER, of Foley, in said Baldwin County, Alabama, be appointed and elected as Trustee in lieu and place of said Chicago Title and Trust Company, resigned,

NOW THEREFORE, the undersigned and hereinafter designated persons, owners and holders of a majority of the outstanding and uncancelled bonds, dated September 1, 1920, issued and executed by said John Stelk, as above mentioned, each owning and holding the number of said bonds herein after designated and placed opposite their respective names, to-wit:

NAME OF BONDHOLDER	BONDS OWNED
FREDERICK HUFNAGEL	14 bonds
JOHANNA HOPPE	20 bonds
CATHERINA BASSO	2 bonds
GUSTAV HUEBNER	1 bond
AUGUST SELLIN	13 bonds
WILLIAM SEWERIEN	7 bonds
ANNA KOHL	2 bonds
MARTHA KLEIN	1 bond
CARRIE S. TUTTLE	3 bonds
WENDEL CZIEGER	26 bonds
GEORGE FALTUM	1 bond
TILLIE PAABE	1 bond
MINNA C. KLEIN	1 bond
MINNIE AMMAN	4 bonds
ALBERT W. KELLER	130 bonds

DO HEREBY APPOINT, DESIGNATE AND ELECT, ALBERT W. KELLER of Foley, in the County of Baldwin and State of Alabama, TRUSTEE in and under said Trust Deed or Deed of Trust above mentioned, in lieu of and in place of said Chicago Title and Trust Company, resigned, said ALBERT.W. Keller to have and exercise as such Trustee all of the powers, rights and estates and interests, granted or conferred upon such Trustee under and by virtue of said Trust Deed or Deed of Trust.

WITNESS our signatures and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

William H. Tuttle.

Frederick Hufnagel (SEAL)
Johanna Hoppe (SEAL)
Catherina Basso (SEAL)
Gustav Huebner (SEAL)
August Sellin (SEAL)
Wm. Sewerien (SEAL)
Mrs. Anna Kohl (SEAL)
Martha Klein (SEAL)
Carrie S. Tuttle (SEAL)
Wendel Czieger (SEAL)
George Faltum (SEAL)
Tillie Raabe (SEAL)
Minna C. Klein (SEAL)
(SEAL)

Minnie Ammam (SEAL)
Albert W. Keller (SEAL)

STATE OF ILLINOIS)SS
COOK COUNTY)

I, George E. Haley, a Notary Public in and for said County in the State aforesaid, hereby certify, that Frederick Hufnagel, Johanna Hoppe, Catherina Basso, Gustav Huebner, August Sellin, William Sewerien, Anna Kohl, Martha Klein, Carrie S. Tuttle, Wendel Czieger, George Faltum, Tillie Raabe, Minna C. Klein, whose names are signed to theforegoing conveyance, and who are personally known to me, acknowledged before me this day, that, being informed of the contents of said instrument, they each severally executed the same voluntarily on the day the same bears date, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this eighteenth day of November, A. D. 1927.

George E. Haley,
Notary Public.

STATE OF ILLINOIS)
COOK COUNTY)

I, C. E. Gonoon, a Notary Public in and for said County in the State aforesaid, hereby certify that Minnie Amman whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of November, A. D. 1927.

C. E. Gonoon
Notary Public.

STATE OF ALABAMA)
BALDWIN COUNTY)

I,E Frank Sanders, a Notary Public, in and for said County in the State aforesaid, hereby certify, that Albert W. Keller whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of thecontents of said instrument, he executed the same voluntarily on the day the same bears date, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of November, A. D. 1927.

E. Frank Sanders
Notary Public,
My commission expires Sept. 31, 1930.

STATE OF ILLINOIS)
COUNTY OF COOK)

I, George E. Haley, a Notary Public in and for the County and State aforesaid, do hereby certify that William H. Tuttle, the subscribing witness to the foregoing instrument, known to me, appeared before me this day, and being sworn, stated Frederick Hufnagel, Johanna Hoppe, Catherina Basso, Gustav Huebner, August Sellin, William Sewerien, Anna Kohl, MarthatKlein, Carrie S. Tuttle, Wendel Czieger, George Faltum, Tillie Raabe, Minna C. Klien, Minnie Ammam, who executed the foregoing instrument,voluntarily executed the same in his presence on the day the same bears date; and that he attested the same in the presence of said persons

so executing said instrument.

Given under my hand and Notarial Seal this eighteenth day of November, A. D. 1927.

Exhibit C

Exhibit D

THE STATE OF ALABAMA)
(
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That John Stelk and Emma Stelk, husband and wife, in consideration o the sum of twenty thousand dollars to them in hand paid, by Lars Schmidt, the receipt whereof is hereby acknowledged, do GRANT, BARGAIN, SELL and CONVEY unto the said Lars Schmidt, his heirs and assigns forever, ALL the Northwest quarter and the South half of the Southwest quarter, all in Section nine (9), Township eight (8) South, Range four (4) East of St. Stephens Meridian.

TO HAVE AND TO HOLD, he above granted and described premises with the appurtenances unto the said Lars Schmidt and his heirs and assigns, and to their sole and only proper use, benefit and behoof forever, PROVIDED ALWAYS, and these present are upon the express condition, that if the said John Stelk and Emma Stelk shall well and truly pay to the said Lars Schmidt the sum of twenty thousand dollars on October 1st, 1925, with interest thereon at the rate of eight per cent per annum, then these presents shall cease, determine and be void, otherwise to remain in full force.

AND the said John Stelk and Emma Stelk do hereby vest the said Lars Schmidt, his heirs and assigns, with full power and authority upon the happening of default in the payment of the note above described, to sell their interest in said land at public sale for cash, giving thirty days notice in a newspaper published at Bay Minette, Baldwin County, Alabama, and the proceeds to apply, first, 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 John Stelk and Emma Stelk, and they do authorize the said Lars Schmidt or his agent, or attorney to conduct the sale, and to make deed to the purchaser, and the title so made they hereby agree to defend against all persons. It is agreed that the mortgagee herein named bid at said sale as if he were a stranger to this instrument.

Given their hands and seals this 1st, day of October in the year of our Lord one thousand nine hundred and twenty two.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

John Stelk (SEAL)
Emma Stelk (SEAL)

said real estate and within sixty days such loss to rebuild and repay all the improvements that may have been damaged or destroyed, provided the trustee hereunder will consent to the use of the money collected on the insurance policy or policies for that purpose; (6) to permit no waste upon said premises by any act of commission or omission; (7) to permit no lien or charge of any kind to attach to said real estate which under the law will be held prior and superior to the lien created by this conveyance; (8) to convey and warrant to the trustee herein any and all real estate now owned by the undersigned in Baldwin County, Alabama, and not hereinabove specifically described as soon and as often as the correct legal description thereof is obtained which said real estate is to be owned and controlled by the trustee aforesaid under the terms and conditions of the trust herein provided for.

The undersigned further agree (1) that in the event of their failure to discharge any or all of the obligations above mentioned, the trustee or the holder of the evidence of indebtedness above mentioned may discharge the same, or do or cause anything and everything to be done to protect the lien created by this conveyance, and any and all money expended by said trustee or said holder in that behalf shall be immediately due and payable, without any notice or demand, and the same with interest thereon from the date of payment, at the rate ofsix per cent per annum shall be so much additional indebtedness secured hereby; (2) that in the event of a breach of any of the aforesaid agreements, the whole of the indebtedness secured hereby shall, at the option of the holder of the evidence of indebtedness without notice, become immediately due and payable, and the trustee herein named, in person or by proxy, shall have full power and authority totake possession of the real estate above described, and withoor without force, to remove and dispossess all persons in possession thereof, and give notice of the sale of the above described real estate by publication in some newspaper published in Baldwin County, Alabama, for four successive weeks, making the first publication at least thirty days previous to the sale advertised therein, and sell said real estate at public auction to the highest bidder for cash in front of the Post Office in Foley, Baldwin County, Alabama, at the time said sale is advertised, and the proceeds to devote to the payment of, first the cost and expenses of advertising and selling said real estate including a reasonable fee for the person conducting the sale and the preliminaries leading thereto, which said costs and expenses shall not exceed three per cent of the amount due to holder of the evidence of indebtedness secured thereby, second, to the payment of the amount due on the evidence of indebtedness secured thereby, and third, if there be any surplus to the payment of such surplus to the undersigned or the successor or successors in title to the undersigned. (3) That the person conducting the sale shall have full power and authority to execute and deliver to the purchaser of said sale (and the holder of the evidence of the indebtedness made by such purchaser) a good and sufficient deed of conveyance of the real estate above described and said conveyance when so made and delivered shall vest in the grantee or grantees therein named all the right, title, claim and interest of the undersigned in and to said real estate, which the undersigned agree to warrant and defend. (4) That in the event that all the aforesaid agreements are performed, the grantee, or his successor in trust, shall release said premises from the lien created hereby on receiving one per cent of the principal amount secured hereby, for his services herein. (5) That the land above described shall also stand as security for the payment of any other evidence or evidences of indebtedness executed and delivered by the undersigned or the successor or successors in title to the undersigned, to the holder of the evidence of indebtedness above described, at any time within five years fromthis date, provided this conveyance is in full force and unreleased, to an amount not exceeding twenty-five thousand dol ars, provided said subsequent evidence or evidences of indebtedness shall state upon its or their face that it or they are secured by this conveyance shall also be endorsed on the face of this conveyance.

The undersigned reserve and shall have the right to sall and convey any of the real estate above described from time to time hereafter, for its reasonable market value and to demand of the trustee amd receive from him a release of the real estate so sold and conveyed, provided that the undersigned shall turn over to the trustee for the benefit of the holder of the note herein described to be applied as part payment an such note seventy-five per cent of the amount realized from such sale.

The undersigned and the trustee herein agree that in case of the death, resignation, absence, or removal from Cook County, Illinois, or inability to act, or said trustee, when his action hereunder may be required by and person entitled thereto, then Frank H. Bicek is hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said trustee.

In witness whereof the undersigned have set their hands and seals this 1st. day of July A. D. 1926.

John Stelk (SEAL)
Emma Stelk (SEAL)

STATE OF ILLINOIS SS
COUNTY OF COOK

I, J. M. Kurs, a notary Public in and for and resideing in the county and state aforesaid, do hereby certify that John Stelk and Emma Stelk, husband and wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that, being informed of the contents of the said instrument they executed the same voluntarily on the day the same bears date. I further certify that my commissio is in full force and effect.

Given under my hand and notarial seal this 8th day of July, A. D. 1926.

(SEAL)

J. M. Kunz
Notary Public,

STATE OF ILLINOIS SS
COUNTY OF COOK

I, J. M. Kunx, a notary public in and for and residing in the county and state aforesaid, do hereby certify that on the 1st day of July, 1926, came before me the within named Emma Stelk, known to me to be the wife of the within named John Stelk, who being examined separate and apart from her husband touching her signature to the foregoing instrument acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of her husband. I further certify that my commission is in full force and effect.

Given under my hand and notarial seal this the 8th day of July, A. D. 1926.

(SEAL)

J. M. Kunz,
Notary Public.

State of Alabama)
Baldwin County)

I, G. W. Humphries, 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, $112 cts 50.

G. W. Humphries, Judge of Probate,
By: J. L. Kessler, Clerk.

I hereby certify that the mortgage tax on the within instrument was not pay by or on behalf of the mortgagors, but by the holder of the indebtedness secured hereby.

Fred Mau, Trustee.

Filed for record April 27, 1927, at 8:00 A. M.
Recorded April 27, 1927.
Mortgage Book 40, pages 136-8.

G. W. Humphries, Judge of Probate.

ALBERT W. KELLER, AS TRUSTEE, ET AL, Complainants, vs JOHN STELK, ET AL, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.

This Court having, on the 23rd day of August, 1929, ordered and directed the Register of this Court as Commissioner to sell the following described lands situated in the County of Baldwin, State of Alabama, to-wit:

> The Northwest quarter of Section nine, except the North half of the Northeast quarter of the Northwest quarter;
>
> The Northwest quarter of the Northwest quarter of Section fifteen;
>
> The South half of the Southwest quarter of Section nine;
>
> All in Township eight South, Range four East, Baldwin County, Alabama.

and did direct the manner of such sale, said sale being in the above styled proceeding pending in this Court to foreclose that certain deed of trust executed by John Stelk and wife to the Chicago Title and Trust Company, dated the 1st., day of September, 1950, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 42, pages 477-82, and the said Register, as Commissioner, in compliance with the said decree of this Court and in strict conformity therewith having sold the said property and the same having been bought by Albert W. Keller, for and at the sum of $4234243 Dollars, and the said Register as Commissioner having reported the said sale to this Court on the 27 day of December, 1929, and it appearing to this Court that the said sale ought to be confirmed.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the said sale was in all matters held in strict conformity with the said decree and the statutes made and provided and that the said sale ought to be confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said sale of the said property and the purchase of the said property by the said Albert W. Keller as reported by the said Register be and the same is hereby confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Honorable T. W. Richerson, Register of this Court, as Commissioner be and he is hereby authorized and directed to execute and deliver to Albert W. Keller a conveyance conveying the said property to him in accordance with the statutes made and provided and in accordance with this decree.

Done this the 6th day of January, 1930

F. W. Hare

JUDGE.

ALBERT W. KELLER, as Trustee, MINNIE AMMEN, CATHERINE BASSO, WENDEL CZIEGER, FRANK DUMALSKI, LENA FRICKE, GEORGE FALTUM, FRED HUFNAGEL, JOHANNA HOPPE, ANNA KOHL, MARTHA KLEIN, MINNA KLEIN, MRS. M. LEHRMAN, TILLIE RAABE, CARRIE S. TUTTLE, WILLIAM SEWERIEN, AUGUST SELLIN, GUSTAV HUEBNER, and FRANK EHLSCHLAGER, Complainants,	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. No. 758.
vs	
JOHN STELK, EMMA STELK, CHARLES O'BRIEN, MARGARET O'BRIEN, FRED MAU, VERA DePAOLA and LARS SCHMIDT. Defendants.	

This cause coming on to be heard is submitted for decree on the original bill of complaint of Albert W. Keller, Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martha Klein, Minna Klein, Mrs. M. Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, August Sellin, Gustav Huebner, Frank Ehlschlager, decree pro confesso against Vera DePaola, Margaret O'Brien and Emma Stelk, complainants answer to Lars Schmidt's cross bill, and the evidence as noted by the Register, on behalf of complainants, order of Register setting day for reference; notice to the Defendants of the time and place for holding reference; deposition of Norborne Stone and Charles Hand, witnesses for the complainants; report of reference made by the Register to this court on June 10, 1929; motion of complainants for decree on reference; notice to the defendants of motion for decree on reference, all as noted by the Register, and on the answer of Defendants John Stelk, Frederick Mau, Charles O'Brien, Margaret O'Brien on the cross bill of Lars Schmidt on the part of the defendants and the same being considered by the court IT IS THERE-

FORE ORDERED, ADJUDGED AND DECREED by the court that that certain deed of trust executed by John Stelk and Emma Stelk, September 1, 1920, to the Chicago Title and Trust Company, recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 24, page 640-45, and re-recorded in said office in Mortgage Book 42,page 477-82, was executed and delivered in conformity with the law and constitutes a first mortgage lien on the property described in the said bill of complaint, namely, the Northwest quarter of Section nine, except the North half of the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northwest quarter of Section fifteen, and the South half of the Southwest quarter of Section nine, all in Township eight South, Range four East, St. Stephens Meridian, Baldwin County, Alabama; that said lien is superior to the liens of defendants Lars Schmidt and Fred Mau and superior to the claim, right or title of defendants John Stelk, Emma Stelk, Charles O'Brien and Margaret O'Brien.

That there have been issued and sold and are now valid outstanding obligations under and secured by said deed of trust: bonds number 184, 185, 193, 194, owned and held by the complainant Minnie Ammenl bonds number 415, 426, owned and held by the complainant Catherine Basso; bonds number 251 to 259, 162, 163, 197, 280 to 286, 232 to 238, owned and held by the complainant Wendel Czieger; bonds number 331, 340, 243, 242, owned and held by the Complainant Frank Dumalski; bonds number 460, 461, owned and held by the defendant Vera DePaola; bonds number 131 to 139 owned and held by the complainant Lena Fricke; bond number 462, owned and held by the complainant George Faltum; bonds number 146 to 153, 325 to 330, owned and held by the Complainant Fred Hufnagel; bonds number 164 to 183, owned and held by the complainant Johanna Hoppe; bonds number 1 to 130, owned and held by complainant Albert Keller; bonds number 156, 157,

owned and held by the complainant Anna Kohl; bond number 158 owned and held by the complainant Martha Klein; bond number 159 owned and held by the complainant Minna Klein; bonds number 198 to 222, owned and held by the complainant Mrs. M. Lehrman; bond 364 owned and held by the complainant Tillie Raabe; bonds number 160, 616, 196 owned and held by the complainant Carrie S. Tuttle; bonds number 186 to 192, owned and held by the complainant Wm. Sewerien; bonds number 239 to 248, 249, 250, 365, owned and held by the complainant August Sellin; bond 195 owned and held by the complainant Gustav Huebner; bond number 420 owned and held by the complainant Frank Ehlschlager; each of said bonds being in the sum of one hundred dollars that the said bonds are all of the outstanding bonds under said deed of trust.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that default has been made in the payment of the interest due on said bonds, namely, the interest due on the said bonds owned and held by Minnie Ammen, September 1, 1927, and each subsequent interest installment due thereafter; the interest due on the said bonds owned and held by Catherine Basso, September 1, 1926, and each subsequent interest installment due thereafter; the interest due on the said bonds owned and held by Wendel Czieger, September 1, 1927, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Frank Dumalski, September 1, 1924, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Vera DePaola, September 1, 1926, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Lena Fricke, September 1, 1922, and each subsequent installment thereafter, the interest due on the said bonds owned and held by George Faltum, September 1, 1923, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Fred Hufnagel, September 1, 1927, and each subsequent install-

ment thereafter; the interest due on the said bonds owned and held by Johanna Hoppe, March 1, 1925, and each subsequent installment thereafter; the interest du e on the said bonds owned and held by the said Albert Keller, March 1, 1927, and each subsequent installment thereafter; the interest due on the said bonds owned and held by the said Anna Kohl, March 1, 1927, and each subsequent installment thereafter; the interest due on the said bonds owned and held by the said Martha Klein, March 1, 1924, and each subsequent installment thereafter; the interest due on the said bonds owned and held by the said Minnie Klein, March 1, 1924, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Mrs. M. Lehrman, September 1, 1924, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Tillie Raabe, September 1, 1924, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Carrie S. Tuttle, March 1, 1922, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Wm. Sewerien, September 1, 1927, and each subsequent installment thereafter; the interest due on the said bonds owned and held by August Sellin, September 1, 1925, and each subsequent installment thereafter; the interest due on the said bonds owned and held by the said Gustav Huebner, September 1, 1923, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Frank Ehlschlager, March 1, 1924, and each subsequent installment thereafter.

And it appearing from the report of the Register filed in this Court June 10, 1929, that there is owing and due on the several bonds outstanding under the said deed of trust the total sum of $33,318.87, of which said sum the amount of $463.69 is due and owing to Minnie Ammen, of which said sum the amount of $245.94 is due and owing to Catherine Basso, of which said sum the amount

of $3014.03 is due and owing to Wendel Czieger, of which said sum the amount of $685.32 is due and owing to Frank Dumalski, of which said sum the amount of $1360.39 is due and owing to Lena Fricke, of which said sum the amount of $144.11 is due and owing to George Faltum, of which said sum the amount of $1622.94 is due and owing to Fred Hufnagel, of which said sum the amount of $2670.79 is due and owing to Johanna Hoppe, of which said sum the amount of $238.90 is due and owing to Anna Kohl, of which said sum the amount of $140.59 is due and owing to Martha Klein, of which said sum the amount of $140.59 is due and owing to Minna Klein, of which sum the amount of $3426.54 is due and owing to Martha Lehrman, of which said sum the amount of $137.07 is due and owing to Tillie Raabe, of which said sum the amount of $467.56 is due and owing to Carrie S. Tuttle, of which said sum the amount of $811.46 is due and owing to William Sewerien, of which said sum the amount of $1690.22 is due and owing to August Sellin, of which said sum the amount of $144.11 is due and owing to Gustav Huebner, of which said sum the amount of $140.59 is due and owing to Frank Ehlschlager, of which said sum the amount of $15,528.10 is due and owing to Albert W. Keller, and of which said sum the amount of $245.94 is due and owing to Vera DePaola; and it further appearing therefrom that the reasonable expenses of the said Trustee in the management and care of the said orchard was, to and including April 20, 1929, the sum of $1333.25; that a reasonable compensation to be allowed the said trustee for his services in the management and care of said orchard was, to and including June 8, 1929, Two Thousand Dollars; that a reasonable compensation to Complainants Solicitors in the said cause is Thirty-five Hundred Dollars; and it further appearing therefrom that the said Trustee is entitled to five per cent of all monies recieved by him from rents and profits of the said property while so acting as trustee, the sum of Fifteen Hundred Sixty-three and 48/100 Dollars, and that he is entitled to five per cent of such amount, namely, the sum of $78.17.

Southwest quarter of Section nine, all in Township eight South, Range four East, Baldwin County, Alabama.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that default has been made and continues in the payment of the interest due on the aforesaid bonds secured by the aforesaid deed of trust; and that such default was for more than sixty days before the filing of this bill of complaint; that due and proper notice was given of such default, and all things done necessary and proper to foreclose said deed of trust.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said defendants John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Lars Schmidt and Frederick Mau do stand absolutely and forever debarred from all equity of redemption in and to the aforesaid mortgage hereinabove described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said John Stelk, Emma Stelk, Fred Mau, Lars Schmidt, Charles O'Brien and Margaret O'Brien, or either of them, have and are hereby given the right to pay into this court the sum of $36,656.12, together with interest thereon from July 10, 1929, and also the said sum of $78.17 as the Trustee's commission above decreed, and also the sum of $3500.00 as Solicitors fees as above decreed, within 30 days from date.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if they and each of them shall fail and refuse to pay the said sum of money into this court within the said time, that they, the said Defendants, John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Lars Schmidt and Fred Mau, and each of them be and are hereby absolutely and forever debarred from all equity of redemption in and to the aforesaid lands.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the said Defendants shall fail and refuse to pay the said sum of money into this court within the said time, that the Register of this Court do proceed to sell the aforesaid property, namely, the Northwest quarter of Section nine, except the North half of the Northeast quarter of the

Northwest quarter; the Northwest quarter of the Northwest quarter of Section fifteen, and the South half of the Southwest quarter of Section nine, all in Township eight South, Range four East, Baldwin County, Alabama, at public outcry, for cash, to the highest bidder, at twelve o'clock noon, in front of the court house door of Baldwin County, Alabama, after giving notice of the time, place and terms of sale by publication once a week for four consecutive weeks in the Baldwin Times, a newspaper published at Bay Minette, in Baldwin County, Alabama, together with the description of said property as herein given, and that he report such sale to this court for such decree as to this court shall seem proper.

It further appearing that the said Lars Schmidt has a mortgage on that part of said property described as being in the Northwest quarter and the South half of the Southwest quarter of Section nine, Township eight South, Range four East, Baldwin County, Alabama, which said mortgage is junior to the said deed of trust of the complainants; that the said Register offer first for sale that part of the said property described as being the Northwest quarter of the Northwest quarter of Section fifteen, Township eight South, Range four East, and if the same shall bring a sum sufficient to satisfy the amount due under the aforesaid deed of trust to the complainants, then he shall not sell the remainder of said property, but if the said property so ordered sold first shall not bring a sum sufficient to satisfy the aforesaid indebtedness, then he shall proceed to sell the remainder of said property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that nothing in this decree shall debar the statutory right of redemption of the said Lars Schmidt and Fred Mau, or of any other person given under the statutory right to redeem from any sale held hereunder.

Done in Term Time, at Bay Minette, this the 23rd day of August, 1929.

F. W. Hare
Judge.

RECORDED

Decree

Filed August 24/29
T. M. Williams
Register

PUBLISHED EVERY THURSDAY

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION $2.00 PER YEAR IN ADVANCE
ADVERTISING RATES GIVEN ON APPLICATION

R. B. VAIL
EDITOR AND PROPRIETOR

BAY MINETTE, ALA.

ALFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

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

Albert W Keller Trustee et als vs Jno Stelk et als

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

June 14 - 1928	Vol. 39	No. 20		
June 21 - 1928	Vol. 39	No. 21		
June 28 - 1928	Vol. 39	No. 22		
July 5 1928	Vol. 39	No. 23		

ore the undersigned this 21 day of

1929

R. B. Vail
Publisher.

ron

cuit Court.

NOTICE TO NON-RESIDENTS

The State of Alabama, Baldwin County.

Circuit Court, in Equity.

This the 30th day of May, 1928.

Albert W. Keller, as trustee, vs. Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martha Klein, Minna Klein, Mrs. Martha Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerlen, August Sellin, Gustav Huebner, Frank Ehlschlager, and Albert W. Keller, individually, vs. John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Vera De Paola and Frederick Mau, Lars Schmidt.

In this cause it being made to appear to the Clerk of this Court by the affidavit of W. C. Beebe, Solicitor for complainants, that the defendants, John Stelk, Emma Stelk, Charlie O'Brien, Margaret O'Brien, Lars Schmidt, Vera De Paola and Frederick Mau are non-residents of the State of Alabama, their Post Office addresses and places of residence being as follows: John and Emma Stelk, 73 N. Prospect Ave., Clarendon Hills, Du Page County, Ill., Charles and Margaret O'Brien, 1503 Warren Ave., Chicago, Ill., Vera De Paola, Atlantic City, New Jersey, Lars Schmidt, 2056 W. 21st Street, Chicago, Ill., and Frederick Mau, 1220 S. Scoville Ave., Oak Park, Ill., and further that in the belief of said affiants the Defendants are over the age of twenty-one years. It is therefore ordered that publication be made in the Baldwin Times, a newspaper published in Bay Minette, Baldwin County, Alabama, once a week for four consecutive weeks, requiring the defendants, the said John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Lars Schmidt, Vera De Paola and Frederick Mau to answer, or demur to the bill of Complaint in this cause by the 12th day of July, 1928, or after thirty days therefrom a decree pro confesso may be taken against each of them.

I. W. RICHERSON,
Register.

BEEBE & HALL,
Solicitors for Complainants. 20-4t.

Filed Jan 23/929.
T. W. Pickering
Register

ALBERT W. KELLER, As Trustee, et al, Complainants,	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.
vs	IN EQUITY.
JOHN STELK, et al, Defendants.	No. 758.

This cause coming on to be heard is submitted on the original bill of complainants, Albert W. Keller, Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martha Klein, Minna Klein, Mrs. M. Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, August Sellin, Gustave Huebner, Frank Ehlschlager, decree pro confesso against Vera DePaola, Margaret O'Brien and Emma Stelk, complainants answer to Lars Schmidt's cross bill, and the evidence as noted by the Register, on behalf of complainants, and on the answer of Defendants John Stelk, Frederick Mau, Charles O'Brien, Lars Schmidt and decree pro confesso against John Stelk, Emma Stelk, Frederick Mau, Charles O'Brien, Margaret O'Brien on the cross bill of Lars Schmidt on the part of the Defendants and the same being considered by the court IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that that certain deed of trust executed by John Stelk and Emma Stelk, September 1, 1920, to the Chicago Title and Trust Company, recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 24, page 640-45, and re-recorded in said office in Mortgage Book 42, page 477-82, was executed and delivered in conformity with the law and constitutes a first mortgage lien on the property described in the said bill of complaint, namely, the Northwest quarter of Section nine, except the North half of the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section fifteen, and the South half of

Mau and superior to the claim, right or title of defendants John Stelk, Emma Stelk, Charles O'Brien and Margaret O'Brien.

That there have been issued and sold and are now valid outstanding obligations under and secured by said deed of trust: bonds number 184, 185, 193, 194, owned and held by the complainant Minnie Ammen; bonds number 415, 426, owned and held by the complainant Cathernie Basso; bonds number 251 to 259, 162, 163, 197, 280 to 286, 232 to 238, owned and held by the complainant Wendel Czieger; bonds number 331, 340, 341, 242, 243, owned and held by the Complainant Frank Dumalski; bonds number 460, 461, owned and held by the defendant Vera DePaola; bonds number 131 to 139 owned and held by the Complainant Lena Fricke; bond number 462, owned and held by the complainant George Faltum; bonds number 146 to 153, 325 to 330, owned and held by the Complainant Fred Hufnagel; bonds number 164 to 183, owned and held by the complainant Johanna Hoppe; bonds number 1 to 130, owned and held by complainant Albert Keller; bonds number 156, 157, owned and held by the complainant Anna Kohl; bond number 158, owned and held by the complainant Martha Klein; bond number 159 owned and held by the complainant Minna Klein; bonds number 198 to 222, owned and held by the Complainant Mrs. M. Lehrman; bond 364 owned and held by the complainant Tillie Raabe; bonds number 160, 161, 196, owned and held by the complainant Carrie S. Tuttle; bonds number 186 to 192, owned and held by the complainant Wm. Sewerien; bonds number 239 to 248, 249, 250, 365, owned and held by the complainant August Sellin; bond 195 owned and held by the complainant Gustav Huebner; bond number 420, owned and held by the complainant Frank Ehlschlager; each of said bonds being in the sum of One Hundred Dollars; that the said bonds are all of the outstanding bonds under said deed of trust.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that default has been made in the payment of the interest due on said bonds, namely,

Catherine Basso, September 1, 1926, and each subsequent interest installment due thereafter; the interest due on the said bonds owned and held by Wendel Czieger, September 1, 1927, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Frank Dumalski, September 1, 1924, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Vera DePaola, September 1, 1926, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Lena Fricke, September 1, 1922, and each subsequent installment thereafter, the interest due on the said bonds owned and held by George Faltum, September 1, 1923, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Fred Hufnagel, September 1, 1927, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Johanna Hoppe, March 1, 1925, and each subsequent installment thereafter; the interest due on the said bonds owned and held by the said Albert Keller, March 1, 1927, and each subsequent installment thereafter; the interest due on the said bonds owned and held by the said Anna Kohl, March 1, 1927, and each subsequent installment thereafter; the interest due on the said bonds owned and held by the said Martha Klein, March 1, 1924, and each subsequent installment thereafter; the interest due on the said bonds owned and held by the said Minnie Klein, March 1, 1924, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Mrs. M. Lehrman, September 1, 1924 and each subsequent installment thereafter; the interest due on the said bonds owned and held by Tillie Raabe, September 1, 1924, and each subsequent installment thereafter; the interest due on the said bond owned and held by Carrie S. Tuttle, March 1, 1922, and each subsequent installment

thereafter; the interest due on the said bonds owned and held by the said Gustav Huebner, September 1, 1923, and each subsequent installment thereafter; the interest due on the said bonds owned and held by Frank Ehlschlager, March 1, 1924, and each subsequent installment thereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that default has been made and continues in the payment of the interest due on the aforesaid bonds secured by the aforesaid deed of trust; and that such default was for more than sixty days before the filing of this bill of complaint; that due and proper notice was given of such default, and all things done necessary and proper to foreclose said deed of trust.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said defendants John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Lars Schmidt and Frederick Mau do stand absolutely and forever debarred from all equity of redemption in and to the aforesaid mortgage hereinabove described.

And it appearing from the evidence in said cause that Albert W. Keller, the trustee under the aforesaid deed of trust, has incurred expenses chargeable to the said lands and that he is entitled to compensation for his services under the aforesaid deed of trust; and it further appearing that he is entitled a reasonable attorneys fee by him expended or incurred in and about his duties as trustee and in the foreclosure of this deed of trust.

NOW THEREFORE, IT IS FURTHER ORDERED, ADJUDGED AND DECREED that T. W. Richerson, Register of this court, be and he is hereby authorized and directed to hold a reference and ascertain the amount of indebtedness due under the aforesaid deed of trust, and to ascertain the lawful expenses of the said trustee under the

for further decree.

Done in Term Time at Bay Minette this the 28th day of May, 1929.

F. W. Hare
JUDGE.

RESIDENCE
3438 OAK PARK AVE.
BERWYN, ILL.
RES. PHONE
BERWYN 1077

WILLIAM H. TUTTLE
ATTORNEY AT LAW
SUITE 1004, 105 W. MONROE ST.
PHONE CENTRAL 1105

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.00 4
2.9 1.76

CHICAGO October 31, 1929.

Hon William C. Beebe,

Bay Minette, Alabama

Dear Mr. Beebe,

In the matter of the foreclosure of the bonds of John Stelk

I feel sure that it will not be necessary for me to be present at the sale under the foreclosure set for November 4th. I can be of more service after the property is bid in, and when the sale is had and the property bid in by Mr. Keller, I will get busy at once with Mr. Keller in providing money for the court costs and will be in a position to receipt for the money bid outside of the costs, expenses and amounts allowed the trustee and attorney. I understand the property is to be bid in by Mr. Keller. If the amount allowed as interest from the date of the decree is 8%, the amount provided for by the decree is:

Amount found by the decree to be due the bond holders	$33,318.87
Expenses of trustee to April 20, 1929	$1,333.25
Trustees compensation other than commission	$2,000.00
Trustees commission	$78.17
Attorney's fees	$3,500.00
Total	$40,230.29

Interest on $36,656.12 from July 10, 1929, to November 4, 1929, as provided for in decree at 8%	$936.75
	$41,167.04

668 48

To this amount should be added the court costs ? ?

41 835.5
2 91

I assume that the whole property will be bid in by Mr. Keller for this $41,167.04 plus the court costs which you can ascertain.

You probably have in mind that the N.W.¼ of N.W.¼ of Sec 15, T. 8 S, R. 4 E. is to be offered first, and bid in for possibly $1500.

Yours very truly,

William H. Tuttle

Total Cost 671 39

ALBERT W. KELLER, AS TRUSTEE, et al, Complainants,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA.
vs	)	IN EQUITY.
JOHN STELK, et al, Defendants.	)	No. 758.

This cause is submitted on behalf of Complainants on the original bill of complaint, decree pro confesso against Emma Stelk, Margaret O'Brien and Vera DePaola, complainants answer to the cross bill of Lars Schmidt, the deposition of Albert W. Keller a witness for Complainants, exhibit "A", being the original of the deed of trust described in said bill of complaint; exhibit "B", being the resignation of the Chicago Title and Trust Company, as trustee, under said deed of trust; Exhibit "C", being the appointment of Albert W. Keller, as trustee, under said deed of trust, executed by Fred Hufnagel, et al, bondholders; exhibit "D" being request by Gustav Huebner, et al, bondholders directing the trustee to foreclose the said deed of trust; exhibit "E", being the bonds held by Minnie Ammen, numbered 184, 185, 193, and 194, together with the coupons thereon; exhibit "F", being the bonds of Catherine Basso, numbered 415 to 426, together with the coupons; exhibit "G", being the bonds of Wendel Czieger, being bonds numbered 251 to 259, inclusive, 280 to 286, inclusive, 162, 163, 197, and 232 to 238, inclusive, together with coupons; exhibit "H", being the bonds of Frank Dumalski, being bonds numbered 331, 340 to 343, inclusive, together with coupons; exhibit "I", being the bonds of Lena Fricke, being bonds numbered 131 to 139, inclusive, together with the coupons; exhibit "J", being the bonds of George Faltum, being bonds numbered 462, together with the coupons; exhibit "K", being the bonds of Fred Hufnagel, being bonds 146 to 153, inclusive, and 325 to 330, inclusive, to-

gether with the coupons; exhibit "L", being bonds of Johanna Hoppe, being bonds numbered 164 to 183, inclusive, together with the coupons; exhibit "M", being bonds of Albert W. Keller, numbered 1 to 130, inclusive, together with the coupons; exhibit "N", being bonds of Anna Kohl, being bonds numbered 156 and 157, together with the coupons; exhibit "O", being bond of Martha Klein, being bond numbered 158, together with the coupons, exhibit "P", being bond numbered 159, together with the coupons, being bonds of Minna Klein; exhibit "Q", being bonds of Martha Lehrman, being bonds numbered 192 to 221, inclusive, together with the coupons; exhibit "R", being bond of Tillie Raabe, being bond numbered 364, together with the coupons; exhibit "S", being bonds of Carrie S. Tuttle, being bonds numbered 160, 161 and 196, together with the coupons; exhibit "T", being bonds of William Sewerien, being bonds numbered 186 to 192, inclusive, together with the coupons; exhibit "U", being bonds of August Sellin, being bonds numbered 239 to 250, and 361, together with the coupons; exhibit "V", being bonds of Gustav Huebner, being bond numbered 195, together with the coupons; exhibit "W", being bond of Frank Ehschlager, being bond numbered 420, together with the coupons; exhibit "X", being receipted bill for insurance premium of Baldwin Mutual Insurance Company; exhibit "Y", being certificate of redemption of lands from tax sale; exhibit "Z", being tax receipt for year 1927; exhibit "A1" being tax receipt for the year 1928; exhibit "A2", being statement of expenditures by Albert W. Keller, as trustee; exhibit "A3" being statement of the number of bonds held by each of the complainants and the defendant, Vera DePaola, and the number of coupons due; Order of Register setting date for reference; Notice to the Defendants of the time and place for holding reference; deposition of Norborne Stone and Charles Hand, withesses for the Complainants;

Report of reference made by the Register to this Court on June 10, 1929; Motion of Complainants for decree on reference; Notice to the Defendants of motion for decree on reference.

And on behalf of Lars Schmidt on his answer and cross bill, and decree pro confesso against John Stelk, Emma Stelk, Vera DePaola, Charles O'Brien, Margaret O'Brien, Fred Mau, and on behalf of John Stelk, on his answer, and on behalf of Charles O'Brien on his answer, and on behalf of Fred Mau on his answer.

Witness my hand this 7 day of August 1929.

T W Richmond
Register.

Summons—Original, Moore Printing Co. :::: Bay Minette, Ala.

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

Emma Stelk

73 N.Prospect, Claridon Hills, Dupage County, Ill.

of 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

Minnie Ammen et al.

against said Emma Stelk,

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 19th day of June 1928

T.W.Richerson, Register

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

Summons—Original, Moore Printing Co. :::: Bay Minette, Ala.

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 Vera De Paola
Atlantic City, New Jersey.

of 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
Minnie Ammen et al

against said
Vera De Paola

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 19th day of June, 1928.

T.W.Richerson, Register

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

Summons—Original, Moore Printing Co. :::: Bay Minette, Ala.

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 Margeret O' Brien
1503 Warren Avenue - Chicago ,Illinois

of - - - - - - - - - - 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
Lars Schmidt,

against said Margeret O' Brien

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 31st day of July 1928.

Register

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

Summons—Original, Moore Printing Co. ::: Bay Minette, Ala.

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 Stelk, 73, N.Prospect Avenue, Claredon Hills, Du Page Co, Illinois.

of 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 Cross Bill of Complaint lately exhibited by Lars Schmidt,

against said John Stelk 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 30th day of July, 1928

T. W. Richerson Register

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

Summons—Original. Moore Printing Co. :::: Bay Minette, Ala.

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

Lars Schmidt

2056 W.21st St, Chicago, Ill,

of 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

Minnie Ammen et al

against said

Lars Schmidt,

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 19th day of June 1928

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

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vs.

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Solicitor for Complainant

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

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this.....

day of.....192 ...

.....
Sheriff.

Executed this.....day of

..... 192...

by leaving a copy of the within Summons with

.....

.....
Defendant.

.....
Sheriff.

By.....
Deputy Sheriff.

Copy of Bill & copy of summons
registered Lars Schmidt,
2056.W.21st St
Chicago Ill.

SERVE ON.....

Circuit Court of Baldwin County
In Equity.

No.....

SUMMONS

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vs.

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Solicitor for Complainant

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

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this.....

day of.....192 ...

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Sheriff.

Executed this.....day of

..... 192 ....

by leaving a copy of the within Summons with

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Defendant.

.....
Sheriff.

By.....
Deputy Sheriff.

May 10th 1928
Copy of Bill & Summons
Registered John Mack
T W Nelson
Register

Original

SERVE ON.....

Circuit Court of Baldwin County
In Equity.

No.....

SUMMONS

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vs.

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Solicitor for Complainant

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

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this.....

day of.....192 ...

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Sheriff.

Executed this.....day of

..... 192....

by leaving a copy of the within Summons with

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Defendant.

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Sheriff.

By.....

Deputy Sheriff.

Aug 1st 1928
Copy of Bill & Summons
Reginald Sargent
A. Brien
T. M. Kennon
Register

ORIGIN'L

SERVE ON.....

Circuit Court of Baldwin County
In Equity.

No.....

SUMMONS

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vs.

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Solicitor for Complainant

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

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this.....

day of.....192 ...

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Sheriff.

Executed this.....day of

..... 192 ...

by leaving a copy of the within Summons with

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Defendant.

.....
Sheriff.

By.....
Deputy Sheriff.

June 19th,1928.

Copy of Bill and cppy of summons ~~~~~~
registered defendant,Margeret O' Brien
1503.Warren Ave ,Chicago, Ill.

ORIGINAL.

SERVE ON.....

Circuit Court of Baldwin County
In Equity.

No.....

SUMMONS

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vs.

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Solicitor for Complainant

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

THE STATE OF ALABAMA.
BALDWIN COUNTY

Received in office this.....

day of.....192 ...

.....
Sheriff.

Executed this.....day of

..... 192....

by leaving a copy of the within Summons with

.....

.....
Defendant.

.....
Sheriff.

By..... .....
Deputy Sheriff.

June 19th,1928.
Copy of bill and copy of summons registered Emma Stelk, 73 N.Prospect ,Claridon Hills, Dupage, County,Ill.

STATE OF ALABAMA)
COUNTY OF BALDWIN) SS

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Albert W. Keller, Trustee, et al.)
vs.) Bill to FOreclose Trust Deed
John Stelk, et al.)

The answer of Fred Mau, one of the defendants to the Bill of Complaint of Albert W. Keller, Trustee, etc., and others, Complainants:

This defendant, now and at all times hereafter, saving to himself all manner of benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said bill contained, for answer thereunto, or to so much and such parts thereof as this defendant is advised it is or are material or necessary for him to make answer unto, answering, says:

He denies that the residence and post office address of Lena Fricke is in care of Hans Reinsberg, 77 W. Washington Street, Chicago, Illinois and denies that the residence and post office address of Johanna Hoppe is 1035 S. Scoville Avenue, Oak Park, Illinois as alleged in paragraph headed by the word "First" of said Bill of Complaint

He denies that John Stelk and Emma Stelk conveyed to the Chicago Title & Trust Company the real estate described in paragraph headed "Second" of said Bill of Complaint and this defendant avers in this connection that at the time the purported conveyance mentioned in said paragraph was executed and delivered the said Chicago Title & Trust Company, the supposed Trustee, was not a corporation organized and existing under the laws of Alabama and said Chicago Title & Trust Company was at that time not authorized by the State of Alabama to do or transact any business in the State of Alabama and was not authorized by the laws of the State of Alabama to take title to any lands in Alabama, as Trustee, or otherwise, and that all the complainants had notice and knowledge of that fact when the bonds owned by them and described in said Bill of Complaint were acquired by them.

He admits that said John Stelk went through the formality of re-acknowledging said purported conveyance but denies that such purported re-acknowledgement had any force or effect for the reason, as alleged in paragraph headed "Fifth" of said bill of complaint, the said John Stelk was adjudicated a bankrupt on August 27, 1927 and that on February 27, 1928 the said John Stelk had no power under the laws of the United States of America to do any thing which would prefer one creditor's security to that of another; that said John Stelk on August 27, 1927 was indebted to divers persons, firms and corporations, in an amount exceeding one hundred thousand dollars exclusive of this defendant and did not have sufficient property to pay said indebtedness: that said John Stelk also could not and did not by said re-acknowledgement affect the rights and interests of this defendant acquired on April 27, 1927 in the real estate sought to be foreclosed.

He is unable to admit nor deny the re-recording of said purported deed of trust and is not advised by said Bill of Complaint when the same was re-recorded but this defendant avers that any re-recording of said

a Notary Public thereon was directly and pecuniarily interested in the indebtedness attempted to be secured by said deed of trust and, was then and there disqualified to act as a Notary Public and the purported certificates of acknowledgement thereon are null and void and were so at the time they were made and said purported conveyance was no notice to this defendant.

He denies that one Lena Fricke, one Johanna Hoppe and one Martha Lehrman owned and held the bonds described in the paragraph headed "Second" of said Bill of Complaint and as therein set forth.

He is unable to admit nor deny the allegations of notice contained in paragraph headed "Fourth" of said Bill of Complaint because said complainants do not allege the character of the notice, its method of communication and when and where and to whom the same was communicated but this defendant avers that no notice of any kind was ever given to this defendant.

He admits that the said John Stolk and Emma Stolk executed and delivered to this defendant a mortgage conveying the North West Quarter (NW 1/4) and the South Half (S 1/2) of the South West Quarter (SW 1/4) of Section Nine (9) and the North West Quarter (NW 1/4) of Section Fifteen (15), Township Eight (8) South, Range Four (4) and that said mortgage was recorded in Book Forty (40) on Pages 186-8 on April 27, 1927.

He avers that there is due upon the note secured by said mortgage and upon said mortgage the sum of fifty-two thousand four hundred and twenty-four dollars and twenty-three cents ($52,424.23) with interest thereon from July 8, 1928 at the rate of eight percent per annum.

He denies that the rights of the complainants are prior and superior to that of this defendant. He avers that his right, title, claim and interest is prior and superior to that of all the other parties hereto and that by virtue thereof he is an improper party defendant to these proceedings.

He denies each and every allegation of the Bill of Complaint hereinabove not specifically admitted and he denies that the Complainants are entitled to the relief prayed for by them or to any relief whatever.

And now having fully answered said Bill of Complaint he prays that he may be dismissed with his reasonable costs in this behalf most wrongfully sustained.

Fred Mau
Defendant

1220 S. Scoville Avenue
Berwyn, Illinois.

STATE OF ALABAMA)
) SS
COUNTY OF BALDWIN)

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Albert W. Keller, Trustee, et al.)
)
vs.) Bill to Foreclose Trust Deed
)
John Stelk, et al.)

The answer of Charles O'Brien, one of the defendants to the Bill of Complaint of Albert W. Keller, Trustee, etc., and others, Complainants:

This defendant, now and at all times hereafter, saving to himself all manner of benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said bill contained, for answer thereunto, or to so much and such parts thereof as this defendant is advised it is or are material or necessary for him to make answer unto, answering, says:

He denies that the residence and post office address of Lena Fricke is in care of Hans Reinsberg, 77 W. Washington Street, Chicago, Illinois and denies that the residence and post office address of Johanna Hoppe is 1035 S. Scoville Avenue, Oak Park, Illinois as alleged in paragraph headed by the word "First" of said Bill of Complaint.

He denies that John Stelk and Emma Stelk conveyed to the Chicago Title & Trust Company the real estate described in paragraph headed "Second" of said Bill of Complaint and this defendant avers in this connection that at the time the purported conveyance mentioned in said paragraph was executed and delivered the said Chicago Title & Trust Company, the supposed trustee, was not a corporation organized and existing under the laws of Alabama and said Chicago Title & Trust Company was at that time not authorized by the State of Alabama to do or transact any business in the State of Alabama and was not authorized by the laws of the State of Alabama to take title to any lands in Alabama, as Trustee, or otherwise, and that all the complainants had notice and knowledge of that fact when the bonds owned by them and described in said Bill of Complaint were acquired by them.

He admits that said John Stelk went through the formality of re-acknowledging said purported conveyance but denies that such purported re-acknowledgement had any force or effect for the reason, as alleged in paragraph headed "Fifth" of said Bill of Complaint, the said John Stelk was adjudicated a bankrupt on August 27, 1927 and that on February 27, 1928 the said John Stelk had no power under the laws of the United States of America to do anything which would prefer one creditor's security to that of another; that said John Stelk on August 27, 1927 was indebted to divers persons, firms, and corporations, in an amount exceeding one hundred thousand dollars exclusive of this defendant and did not have sufficient property to pay said indebtedness.

He is unable to admit nor deny the re-recording of said purported deed of trust and is not advised by said Bill of Complaint when the same was re-recorded but this defendant avers that any re-recording of said purported conveyance affected only subsequent purchasers, incumbrancers and lienors but could not and did not affect the rights of this defendant

He avers that at the time of the execution and delivery of said purported deed of conveyance, Albert W. Keller, who then and there acted as Notary Public thereon, was directly and pecuniarily interested in the indebtedness attempted to be secured by said deed of trust and was then and

there disqualified to act as a Notary Public and the purported certificates of acknowledgement thereon are null and void and were so at the time they were made and said purported conveyance was no notice to this defendant.

He denies that one Lena Fricke, one Johanna Hoppe and one Martha Lehrman owned and held the bonds described in the paragraph headed "Second" of said Bill of Complaint and as therein set forth.

He is unable to admit nor deny the allegations of notice contained in paragraph headed "Fourth" of said Bill of Complaint because said Complainants do not allege the character of the notice, its method of communication and when and where and to whom the same was communicated but this defendant avers that no notice of any kind was ever given to this defendant.

He admits that the Trustee in Bankruptcy of the Estate of John Stelk, a bankrupt, on March 1st, 1928 sold all the right, title and interest o the said John Stelk, in and to the real estate sought to be foreclosed herein to this defendant and he avers that said Trustee in bankruptcy on March 6th, 1928 duly executed and delivered to him a good and sufficient deed of conveyance of said real estate which deed this defendant caused to be recorded on April 5th 1928 in the office of the Probate Court in and for Baldwin County Alabama in Deed Book forty-four (44) on pages 494 and 495.

He avers that the said Albert W. Keller one of the Complainants herein on February 8, 1928 wrongfully entered upon the land described in the said purported deed of trust and commenced to manage, operate and control said lands and premises and improvements thereon and refused to surrender possession thereof to this defendant as the true and lawful owner of said real estate.

He denies that the rights of the complainants are prior and superior to that of this defendant. He avers that his right, title claim and interest is prior and superior to that of all the other parties hereto and that by virtue thereof he is an improper party defendant to these proceedings.

He denies each and every allegation of the Bill of Complaint hereinabove not specifically admitted and he denies that the complainants are entitled to the relief prayed for by them or to any other relief whatever.

And now having fully answered said Bill of Complaint he prays that he may be dismissed with his reasonable costs in this behalf most wrongfully sustained.

Charles J. Prim
Defendant

1505 Warren Avenue,
Chicago, Illinois.

STATE OF ALABAMA }
COUNTY OF BALDWIN } SS

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Albert W. Keller, Trustee, et al.	
vs.	Bill to Foreclose Trust Deed
John Stelk, et al.	

The answer of John Stelk, one of the defendants to the Bill of Complaint of Albert W. Keller, Trustee, etc., and others, complainants:

This defendant, now and at all times hereafter, saving to himself all manner of benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said bill contained, for answer thereunto, or to so much and such parts thereof as this defendant is advised it is or are material or necessary for him to make answer unto, answering, says:

He neither admits nor denies the allegations contained in said Bill of Complaint and prays for strict proof.

He avers that he complied with all the law, rules and regulations applicable to bankruptcy proceedings and that he applied for a discharge in bankruptcy and gave due and timely notice of such application as required by law and that on June 18, 1928 the United States District Court, Northern Division of Illinois, Eastern Division, granted the application of this defendant and then and there discharged this defendant of and from all liability on the indebtednesses scheduled by this defendant and that the indebtednesses set forth and alleged in said Bill of Complaint were scheduled by this defendant in his bankruptcy proceedings and that this defendant stands discharged of all personal liability upon such indebtednesses and this defendant setsup said discharge and now here claims all the benefits which accrued to him thereunder.

And now having fully answered said Bill of Complaint he prays that he may be dismissed with his reasonable costs in this behalf most wrongfully sustained.

John Stelk
Defendant

73 N. Prospect Avenue
Clarendon Hills, Illinois.

Albert W. Keller, as trustee, Minnie Amman, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martin Klein, Mrs. Martha Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, August Sellin, Gustav Huebner, Frank Ehlschlager and Albert W. Keller, individually, Complainants, -vs- John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Lars Schmidt, Ver De-Poala and Frederick Mau, Defendants.	IN THE CHANCERY COURT FOR BALDWIN COUNTY, ALABAMA. ANSWER OF LARS SCHMIDT.

This defendant, reserving to himself all right of exception to the said bill of complaint, for answer thereto, says:

First: That he has been informed and believes it to be true, all of the allegations of that part of the said bill numbered FIRST.

Second: That he has been informed and believes it to be true that, as alleged in that part of the said bill numbered SECOND, that there was executed and recorded the deed of trust set out in said part of the bill, but for greater certainty therein craves for leave to refer to said deed of trust when the same shall be produced. And this defendant further answering says, it may be true, for anything this defendant knows to the contrary that the first mortgage bonds mentioned in said bill were issued in the numbers and denominations as alleged in said part of said bill and to the persons named therein, but that this defendant is a stranger to all such matters and cannot form any belief concerning the same, wherefore he denies that said first mortgage bonds were issued in the numbers and denominations to the persons named in that part of said bill numbered SECOND, and asks that complainants be required to make strict proof thereof; that it may be true, for anything this defendant knows to the contrary, that default has been made and continues in the payment of the interest installments of said bonds, as alleged in said part of said bill, but that this defendant is a stranger to all such matters and cannot form any belief concerning the same, wherefore he denies that such default has been made and asks that complainants be required to make strict proof thereof.

Third: And this defendant, further answering, says that he

he has been so informed, and believes to be true, the allegations of that part of the bill numbered THIRD, except as to that part of said paragraph "being the owners and holders of a majority of the outstanding and uncancelled bonds issued under the aforesaid deed of trust", and as to this part of said paragraph, this defendant says that he is a stranger to such matters and cannot form any belief as to who are the owners and holders of said bonds, wherefore he denies that complainants are such owners and holders and asks that strict proof be required.

Fourth: Further answering this defendant admits the execution of Exhibit "C" as alleged in that part of said bill numbered FOURTH, but as to all other allegations therein contained says that he is a stranger thereto and cannot form any belief, wherefore he dénies the same and asks that strict proof be required of complainants.

Fifth: Further answering this defendant admits the execution of Exhibits "D" and "E" as alleged in that part of said bill numbered FIFTH and admits the recording thereof as alleged and admits the bankruptcy proceedings against defendant Stelk and the sale to defendant Charles O'Brien, and the rights of defendant Margaret O'Brien, all as alleged therein.

Sixth: And this defendant is entitled to relief against the Complainants and certain of his co-defendants herein, to-wit:, John Stelk, Emma Stelk, Charles O'Brien and Margaret O'Brien, and to that end would further show:

1: That on the first day of October, 1922, the said John Stelk and Emma Stelk did execute and deliver to this defendant, who is over the age of twenty one years and a resident of Chicago, Illinois, their mortgage deed, conveying to this defendant the following described real estate in Baldwin County, Alabama, to-wit:

> All the northwest quarter and the south half of the southwest quarter, of Section Nine (9), Township Eight (8) South, Range Four (4) East of St. Stephens Meridian.

which said mortgage deed is in the words and figures following, to-wit:

THE STATE OF ALABAMA,)
)
Baldwin County.)

KNOW ALL MEN BY THESE PRESENTS, That John Stelk and Emma Stelk, husband and wife, in consideration of the sum of twenty thousand dollars to them in hand paid, by Lars Schmidt, the receipt of which is hereby acknowledged, do GRANT, BARGAIN, SELL and CONVEY unto the said Lars Schmidt, his heirs and assigns forever, all the Northwest quarter and the south half of the southwest quarter, all in Section Nine (9), Township Eight (8) South, Range Four (4) East of St. Stephens Meidian.

TO HAVE AND TO HOLD, the above granted premises with the appurtenances to the said Lars Schmidt and 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 John Stelk and Emma Stelk shall well and truly pay to the said Lars Schmidt the sum of twenty thousand dollars on October 1st, 1925, with interest at the rate of eight per cent per annum, then these presents shall cease, determine and be void, otherwise to remain in full force.

And the said John Stelk and Emma Stelk do hereby vest the said Lars Schmidt, his heirs and 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 land at public sale for cash, giving thirty days notice in a newspaper published at Bay Minette, Baldwin County, Alabama, and the proceeds to apply first, to the payment of the costs of the sale, including a resonable attorneys fees, and if there shall be a surplus, then the balance to paid over to John Stelk and Emma Stelk and they do hereby authorize the said Lars Schmidt or his agent, or attorney to conduct the sale, and to make deed to the purchaser, and the title so made they agree to defend against all persons. It is agreed that the mortgagee herein named bid at said sale as if he were a stranger to this instrument.

Given their hands and seal this 1st day of October, in the year of our Lord One thousand nine hundred and twenty two.

John Stelk (SEAL)
Emma Stelk (SEAL)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

THE STATE OF ALABAMA,)
)
Baldwin County.)

I, Claude Peteet, a notary public in and for said county and state, hereby certify that John Stelk and Emma Stelk, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance the executed the same voluntarily on the day the same bears date.

Given under my hand and officialseal this 4th day of May, 1923.

Claude Peteet,
Notary Public, Baldwin County, Alabama.
(SEAL) My commission expires Nov. 12th, 1923.

And I do further certify that on the 4th day of May, 1923, came before me the above named Emma Stelk, known to me to be the wife of the within named John Stelk, who being examined separate and apart from her husband, touching her signature to the above instrument, acknowledged to me that she signed the same of her own free will and accord, without fear, constraints or threats on the part of her husband.

In witness whereof I have hereunto set my hand and official seal this 4th day of May, 1923.

Claude Peteet,
Notary Public, Baldwin County, Alabama.
(SEAL) My commission expires Nov. 12th, 1923.

Ihereby certify that the mortgage or privilige tax

on within instrument was paid by the lendor or creditor. (See General Acts of the Legislature of 1919, on Page 420.)

L. Schmidt.

State of Alabama,
Baldwin County.

I, G. L Lambert, judge of Probate of said county, hereby certify that the following privilige tax has been paid on the within instrument as required by Acts 1902 and 1903, viz., $30 cts. 00.

G. L. Lambert, Judge of Probate.

Filed for record November 20, 1924, at 11:00 A. M.
Recorded December 1, 1924.
Mortage Book 31, page 310-1.

G. L. Lambert, Judge of Probate.

2: That default has been made and continues in the payment of the indebtedness mentioned in said mortgage deed, no part of the principal sum nor any interest thereon having ever been paid, and there is now due and owing to this defendant, as of date of August 1, 1928, the sum of $29,333.33, which is a lien upon the real estate hereinbefore described, subject only to the rights of the complainants herein, if any.

3: That the power of sale contained in said mortgage deed has become operative but that this defendant submits his cause to this court as a part of this proceeding, for a determination of priority of liens and the order of alienation of the lands involved.

4: That a large amount of land, other than that covered by the mortgage of this defendant, was included in the deed of trust set out and mentioned in the bill of complaint, and if it be determined by the court that the said deed of trust and the bonds issued thereunder, are a first lien upon the land conveyed to this defendant by his said mortgage, in favor of the complainants or some of them herein, then this defendant is entitled to have sold first, to satisfy the lien of complainants, that land included in said deed of trust other than the land conveyed to this defendant by his said mortgage deed.

5: This defendant further says that on, to-wit: the 12th day of August, 1927, an involuntary petition in bankruptcy against defendant John Stel was filed in the United States District Court, Northern District of Illinois Eastern Division, and on August 26th, 1928, in the said proceedings number 38372, the said John Stelk was adjudicated a bankrupt and a trustee in bankruptcy appointed, and that on March 1, 1928, the said trustee, having been duly authorized thereto, did sell all the right, title and in-

terest of the defendant John Stelk, in and to the aforesaid property to the defendant Chalres O'Brien, and this defendant further shows that the said defendant Margaret O'Brien is the wife of the said defendant Charles O'Brien and as such has a dower interest in said property, subject to the rights of this answering defendant.

Wherefore this defendant prays that each and all of the complainants, Albert W. Keller, as trustee, Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martin Klein, Mrs. Martha Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, August Sellin, Gustav Huebner, Frank Ehlschlager, and Albert W. Keller, individually, be required to plead, reply or demur to this cross bill of this defendant; that by due and proper process of this court the defendants John Stelk, Emma Stelk, Charles O'Brien and Margaret O'Brien, be required to plead, reply or demur to this cross bill of this defendant, all within the time and under the penalties prescribed by law and the practice of this honorable court; that upon the hearing of the cause made by the bill of complaint and this answer and cross bill, this court shall ascertain the amount of the debt owing by the said John Stelk and Emma Stelk, to this defendant, including a reasonable attorneys fee and other lawful charges, and that the lien of this defendant be established on the beforedescribed real estate to secure such amount as shall be found due to this defendant; that if it be determined by this court that the complainants, or any of them, are entitled to a lien upon said real estate prior to that of this defendant, that this court order that all of the property described in the deed of trust set out in the bill of complainants and not heretofore lawfully released therefrom, be sold before the real estate herein described and conveyed to this defendant by his said mortgage deed herein set out, and the proceeds of such sale applied to the indebtedness and lien of ~~this defendant~~ the complainants, if any, before the said property conveyed to this defendant be sold; That the said John Stelk and Emma Stelk be required to pay to this defendant such sum as the court shall determine to be due him and upon failure or refusla of said John Stelk and Emma Stelk so to do, this court shall sell or cause to be sold the aforesaid land in such manner as this court shall direct, the proceeds of such sale to be applied in such manner as this court shall direct, and this defendant offers to do and perform whatsoever the court shall require of him, and he does further pray for such other, further and different relief in the

premises as in equity he shall be entitled to.

Lloyd A. Magney,

Solicitor for defendant Lars Schmidt.

NOTE: The complainants Albert W. Keller, as trustee, Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martin Klein, Mrs. Martha Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, August Sellin, Gustav Huebner, Frank Ehlschalger and Albert W. Keller, individually; and the defendants John Stelk, Emma Stelk, Charles O'Brien and Margaret O'Brien, are each required to answer the allegations of the foregoing cross bill, paragraph Sixth, sub-paragraphs numbered 1 to 5 thereof inclusive, but not under oath, oath being hereby expressly waived.

Lloyd A. Magney,

Solicitor for defendant Lars Schmidt.

STATE OF ALABAMA,)
County of Baldwin.)

Before me, the undersigned notary public in and for said county and state, personally appeared Lloyd A. Magney who is known to me and who being by me first duly sworn deposes and says that John Stelk and Emma Stelk are each over the age of twenty one years and non-residents of the state of Alabama, residing at and their post office address being 73 N. Prospect Avenue, Clarendon Hills, DuPage County, Illinois; that Charles O'Brien and Margaret O'Brien are each over the age of twenty one years and non-residents of the state of Alabama, residing at and their post office address being 1503 Warren Avenue, Chicago, Cook County, Illinois.

Lloyd A. Magney,

Subscribed in my presence and sworn to before me this 28 day of July, 1928.

J. J. Tiarrell

Notary Public.

premises as in equity he shall be entitled to.

Lloyd A. Magney,

Solicitor for defendant Lars Schmidt.

NOTE: The complainants Albert W. Keller, as trustee, Minnie Ammen, Catherine Basso, Wendel Dziegar, Frank Dumalski, Lena Fricke, George Saltum, Fred Hufnagel, Johanna Hoppe, Anna Kont, Martin Klein, Mrs. Martha Lehrman, Lillie Rabe, Carrie S. Tuttle, William Sewerien, Augusta Sellin, Gustav Huebner, Frank Schlosbager and Albert W. Keller, individually; and the defendants John Stelk, Emma Stelk, Charles O'Brien and Margaret O'Brien, are each required to answer the allegations of the foregoing cross bill, paragraph sixth, sub-paragraphs numbered 1 to 5 thereof inclusive, but not under oath, oath being hereby expressly waived.

Lloyd A. Magney,

Solicitor for defendant Lars Schmidt.

STATE OF ALABAMA,)
County of Baldwin.)

Before me, the undersigned notary public in and for said county and state, personally appeared Lloyd A. Magney who is known to me and who being by me first duly sworn deposes and says that John Stelk and Emma Stelk are each over the age of twenty one years and non-residents of the state of Alabama, residing at and their post office address being 73 N. Prospect Avenue, Clarendon Hills, DuPage County, Illinois; that Charles O'Brien and Margaret O'Brien are each over the age of twenty one years and non-residents of the state of Alabama, residing at and their post office address being 1803 Warren Avenue, Chicago, Cook County, Illinois.

Lloyd A. Magney.

Subscribed in my presence and sworn to before me this 28 day of July, 1928.

Notary Public.

ALBERT W. KELLER, AS TRUSTEE, et al, Complainant, vs JOHN STELK, et al, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. No. 758.

Testimony of witnesses examined on oath, viva voce, before me, the undersigned, Register of the Circuit Court of Baldwin County, Alabama, on reference held at my office at ten o'clock, A. M., June 10, 1929.

WITNESS NORBORNE STONE BEING CALLED AND PRODUCED BY COMPLAINANT AND BEING DULY SWORN TO SPEAK THE TRUTH, THE WHOLE TRUTH AND NOTHING BUT THE TRUTH, DEPOSES AND SAYS:

My name is Norborne Stone, I am a practicing attorney at law and Solicitor in Chancery, and have been for more than ten years continuously, and as such have had, from time to time, occasion to foreclose mortgages, deeds of trust and other instruments by proceedings in Chancery Court, I have examined the file in the case of Albert W. Keller, as Trustee, et al, vs John Stelk, et al, pending in the Circuit Court of Baldwin County, Alabama, in Equity, No. 758, and know from said file the work and responsibility involved in such transaction and know what would be a reasonable Solicitors fee for the services rendered by Complainants Solicitors in said cause. Thirty-five Hundred to Four Thousand Dollars would be a reasonable fee for the services of complainants Solicitors in this cause.

Norborne Stone

Sworn to and subscribed before me on this the 10th day of June, 1929.

T W Reaves
Register.

STATE OF ALABAMA)
BALDWIN COUNTY)

CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.
IN EQUITY.

ALBERT W. KELLER, et al,
Complainants,

vs

JOHN STELK, et al,
Defendants.

I, T. W. Richerson as Register and Commissioner have called and caused to come before me Albert W. Keller, witness named in the Requirement for Oral Examination, on the 22nd day of April, 1929, at the office of T.W. Richerson, in Bay Minette, Baldwin County, Alabama, and having first sworn said witness to speak the truth, the whole truth, and nothing but the truth, the said Albert W. Keller doth depose and say as follows:

My name is Albert W. Keller, I am individually and as trustee one of the complainants in the cause pending in the Circuit Court of Baldwin County, Alabama, in Equity, wherein Albert W. Keller, as Trustee, et al, are complainants, and John Stelk, et al, are Defendants, No. 758.

I am over the age of twenty-one years and a resident of Baldwin County, Alabama, residing at Foley, Alabama. Minnie Ammen, Complainant, is over the age of twenty-one years and residing at 4330 W. 21st Place, Chicago, Illinois; Catherine Basso, Complainant, is over the age of twenty-one years and residing at 2537 W. 24th St. Chicago, Illinois; Wendel Czieger, Complainant, is over the age of twenty-one years and residing at 2636 W. 24th St. Chicago, Illinois; Frank Dumalski, Complainant is over the age of twenty-one years and resides at 2727 Gladys Avenue, Chicago, Illinois; Lena Fricke, Complainant, is over the age of twenty-one years and resides at 77 W. Washington St. Chicago, Illinois, in care of Hans Von Reinsberg; George Faltum, Complainant, is over the age of twenty-one years and [illegible] at 7642 S. Stewart Avenue, Chicago, Illinois; Fred Hufnagel [illegible] the age of twenty-one years and resides a[illegible]

1104 S. Euclid Avenue, Oak Park, Illinois; Johanna Hoppe, Complainant, is over the age of twenty-one years and resides at 1035 S. Scoville Avenue, Oak Park, Illinois; Anna Kohl, Complainant, is over the age of twenty-one years and resides at 4051 Wilcoz Avenue, Chicago, Illinois; Martha Klein, Complainant, is over the age of twenty-one years and resides at 3030 Maple Avenue, Berwyn, Illinois; Minna Klein, Complainant, is over the age of twenty-one years and resides at 3030 Maple Avenue, Berwyn, Illinois; Martha Lehrman, Complainant, is over the age of twenty-one years and resides at 1111 Hull St. Evanston, Illinois; Tillie Raabe, Complainant, is over the age of twenty-one years and resides at Morton Grove, Illinois; Carrie S. Tuttle, Complainant, is over the age of twenty-one years and resides at 3438 Oak Park Avenue, Berwyn, Illinois; William Sewerien, Complainant, is over the age of twenty-one years and resides at 2031 W. 21st Place, Chicago, Illinois; August Sellin, Complainant, is over the age of twenty-one years and resides at 3610 S. Scoville Avenue, Berwyn, Illinois; Gustav Huebner, Complainant, is over the age of twenty-one years and resides at 4212 W. 21st Place, Chicago, Illinois; Frank Ehlschlager, Complainant, is over the age of twenty-one years and resides at 5309 Crystal St. Chicago, Illinois; John Stelk, Defendant, is over the age of twenty-one years and resides at 73 North Prospect Ave. Clarendon Hills, DePage Co., Illinois; Charles O'Brien, Defendant, is over the age of twenty-one years and resides at 1503 Warren Avenue, Chicago, Illinois; Margaret O'Brien, Defendant, is over the age of twenty-one years and resides at 1503 Warren Avenue, Chicago, Illinois; Emma Stelk, Defendant, is over the age of twenty-one years and resides at 73 North Prospect Ave. Clarendon Hills, DePage Co., Illinois; Vera De Paola, Defendant, is over the age of twenty-one years and resides at Atlantic City, New Jersey; Lars Schmidt, Defendant, is over the age of twenty-one years and resides at 2056 W. 21st St. Chicago, Illinois; Frederick Mau, Defendant, is over the age of twenty-one years and resides at

1220 S. Scoville, Oak Park, Illinois.

On September 1, 1920, John Stelk and Emma Stelk executed a deed of trust dated September 1, 1920 to the Chicago Title and Trust Company, a corporation, to secure certain bonds which he proposed to issue and which deed of trust conveyed the lands described in the bill of complaint and sought to be foreclosed thereby. This instrument I attach to my deposition and cause the same to be marked exhibit "A". This deed of trust, namely, Exhibit "A" attached to my deposition was signed by John Stelk and Emma Stelk in my presence in the City of Chicago, at the office of John Stelk, and was by each of them acknowledged before me on that day. The signature to the said exhibit is the genuine signature of John Stelk and Emma Stelk. John Stelk, before the siging of the same, read the entire instrument over to Emma Stelk, this reading was in my presence at the office of John Stelk. At their request I took the acknowledgments of both John Stelk and of Emma Stelk, and the signature to the acknowledgment of September 1, 1920 of John Stelk and Emma Stelk is my signature, and the signature to the acknowledgment of September 1, 1920, of Emma Stelk taken separate and apart from her husband is my signature. The seal attached to the said certificate is my seal as a Notary Public, Cook County, Illinois; both John Stelk and Emma Stelk were living in Chicago at that time. At the time of the siging and delivery of this deedof trust I had not purchased or agreed to purchase any bonds secured or to be sedured by the said instrument. John Stelk issuedand sold bonds under and secured by the said deed of trust.

On to-wit, the 18th day of November, 1927, the Chicago Title and Trust Company resigned as trustee under the aforesaid deed of trust by a instrument executed in conformity with the said deed of trust, which instrument is duly acknowledged and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in

Martha F. Klein who was the owner of one bond, Carrie S. Tuttle, who was the owner of three bonds, Frank V. Dumalski, who was the owner of five bonds, and Albert W. Keller, who was the owner of one hundred and thirty bonds, the owners of a majority of the outstanding bonds, all joined in an instrument requesting me, as Trustee, to foreclose the said deed of trust, which instrument I caused to be attached to my deposition and marked exhibit "D". I know the signatures of Gustav Huebner, August Sellin, Frederick Hufnagel, Johanna Hoppe, Wendel Czieger, Minna C. Klein, Tillie Raabe, Martha F. Klein, Carrie S. Tuttle, Frank V. Dumalski, having had correspondence with each of them and having seen their signatures. The signature of "Gustav Huebner" to the said exhibit "D" is the signature of Gustav Huebner who owned one bond; the signature of "August Sellin" to the said exhibit "D" is the signature of August Sellin who owned eleven bonds; the signature of "Frederick Hufnagel" to the said exhibit "D" is the signature of Frederick Hufnagel who owned fourteen bonds; the signature of "Johanna Hoppe" to the said exhibit "D" is the signature of Johanna Hoppe who owned twenty bonds; the signature of "Wendel Czieger" to the said exhibit "D" is the signature of Wendel Czieger who owned twenty-six bonds; the signature of "Minna C. Klein" to the said exhibit "D" is the signature of Minna C. Klein who owned one bond; the signature of "Tillie Raabe" to the said exhibit "D" is the signature of Tillie Raabe who owned one bond; the signature of "Martha F. Klein" to the said exhibit "D", is the signature of Martha F.Klein who owned one bond; the signature of "Carrie S. Tuttle" to the said exhibit "D" is the signature of Carrie S. Tuttle who owned three bonds; the signature of "Frank V. Dumalski" to the said exhibit "D" is the signature of Frank V. Dumalski who owned five bonds, and the signature of "Albert W. Keller" to the said exhibit "D" is the signature of Albert W. Keller who owned one hundred and thirty bonds. The witnesses to the said signatures, Mamie C. Merrick and William H. Tuttle are each non-residents of the State of Alabama.

Mortgage Book 42, page 483, and which instrument I caused to be attached to my deposition and marked exhibit "B".

On November 18, 1927 Frederick Hufnagel who owned fourteen bonds secured by the said deed of trust, Johanna Hoppe, who owned twenty bonds secured by the said deed of trust, Catherina Basso, who owned two bonds secured by the said deed of trust, Gustav Huebner, who owned one bond secured by the said deed of trust, August Sellin who owned thirteen bonds secured by the said deed of trust, William Sewerien,who owned seven bonds secured by the said deed of trust, Anna Kohl, who owned two bonds secured by the said deed of trust, Martha Klein, who owned one bond secured by the said deed of trust, Carrie S. Tuttle, who owned three bonds secured by the said deed of trust, Wendel Czieger, who owned twenty-six of the bonds secured by the said deed of trust, George Faltum, who owned one bond secured by the said deed of trust, Tillie Raabe,who owned one bond secured by the said deed of trust, Minna C. Klein, who owned one bond secured by the said deed of trust, Minnie Amman, who owned four of the bonds secured by the said deed of trust, and Albert W. Keller, who owned one hundred and thirty of the bonds secured by the said deed of trust, who were the owners of a majority of the outstanding bonds, by an instrument duly acknowledged and executed in conformity with the said deed of trust, appointed me as trustee under the aforesaid deed of trust, which instrument is recorded in Mortgage Book 42, pages 483-5, and which instrument I caused to be attached to my deposition and marked exhibit "C".

By an instrument dated February 8, 1928, Gustav Huebner who was the owner of one bond, August Sellin, who was the owner of eleven, bonds, Frederick Hufnagel, who was the owner of fourteen bonds, Johanna Hoppe, who was the owner of twenty bonds, Wendel Czieger, who was the owner of twenty-six bonds, Minna C. Klein who was the owner of one bond, Tillie Raabe who was the owner of one bond,

Prior to the date that I became trustee under the aforesaid deed of trust there was released from the said deed of trust, in conformity with the provisions thereof, all of the lands described therein except the West half of the Northwest quarter, the Southeast quarter of the Northwest quarter, and the South half of the Northeast quarter of the Northwest quarter, and the South half of the Southwest quarter of Section nine, and the Northwest quarter of the Northwest quarter of Section fifteen, all in Township eight South, Range four East, Baldwin County, Alabama, so that to secure said bonds there remains under the said deed of trust only the said lands just described. There are now outstanding and secured by the aforesaid deed of trust as a charge on the said lands two hundred and sixty eight bonds, each in the par value of one hundred dollars. Minnie Ammen, Complainant, is the owner and holder of bonds number 184, 185, 193, and 194, that default has been made and continues in the payment of the interest installments due on each of the said bonds namely, the interest installment due September 1, 1927, and each subsequent interest installment on the said bonds, the said bonds are attached to my deposition in a sealed package marked exhibit "E". Catherine Basso, Complainant, is the owner and holder of bonds number 415 and 426, that default has been made and continues in the payment of the interest installments on the said bond number 415, due September 1, 1926, and each subsequent interest installment, and default has been made and continues on interest installment due on bond number426, due September 1, 1927, and each subsequent interest installment, the said bonds are attached to my deposition in a sealed package and marked exhibit "F". Wendel Czieger, Complainant, is the owner and holder of bonds number 251, 252, 253, 254, 255, 256, 257, 258, 259, 280, 281, 282, 283, 284, 285, 286, 162, 163, 197, 232, 233, 234, 235, 236, 237 and 238, that default has been made and continues in the payment of the interest installments

due on each of the said bonds, namely, the interest installments due on the said bonds September 1, 1927, and each subsequent installment, the said bonds are attached to my deposition in a sealed package marked exhibit "G". Frank Dumalski, Complainant, is the owner and holder of bonds number 331, 340, 341, 342, 343, that default has been made and continues in the payment of the interest installment due on each of the said bonds, namely, the interest installment due on each of the said bonds September 1, 1924, and each subsequent interest installment, the said bonds are attached to my deposition in a sealed package marked exhibit "H". Vera DePaola, Defendant, is the owner and holder of bonds number 460 and 461, the witness does not know whether or not default has been made thereon. Lena Fricke, Complainant, is the owner and holder of bonds number 131, 132, 133, 134, 135,136, 137, 138 and 139, that default has been made and continues in the payment of the interest installment due on each of said bonds September 1, 1922, and each subsequent installment, the said bonds are attached to my deposition in a sealed package and marked exhibit "I". George Faltum, Complainant, is the owner and holder of bonds number 462, that default has been made and continues in the payment of the interest due on each of the said bonds, namely, the interest installment due September 1, 1923, and each subsequent installment, the said bonds are attached to my deposition in a sealed package marked exhibit "J". Fred Hufnagel, Complainant, is the owner and holder of bonds 146,147, 148, 149, 150, 151, 152, 153, 325, 326, 327, 328, 329, and 330, that default has been made and continues in the payment of the interest installment due September 1, 1927, and each subsequent installment, the said bonds are attached to my deposition in a sealed package marked exhibit "K". Johanna Hoppe, Complainant, is the owner and holder of bonds number 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, and 183, that default has been made and continues in the payment of the interest due on

provided in the deed of trust and I, as trustee, insured the property and paid the premiums thereon, such receipt of premium I caused to be attached to my deposition and marked exhibit "X". The said John Stelk also failed to pay the taxes thereon and suffered the same to be sold for taxes for the year 1927 and I, as trustee, on March 5, 1928, redeemed the said land from tax sale and obtained a certificate of redemption, which certificate I caused to be attached to my deposition and marked exhibit "Y". I also paid the taxes on the South half of the Southwest quarter of Section nine, which was erroneously assessed to the Sunny South Development Company for the 1927 taxes, receipt for which I caused to be attached to my deposition and marked exhibit "Z". The taxes for the year 1928 I, as Trustee, paid on January 22, 1929, the said John Stelk having suffered the same to become delinquent, receipt for which I caused to be attached to my deposition marked exhibit "A1"; that the bondholders Gustav Huebner, August Sellin, Frederick Hufnagel, Johanna Hoppe, Wendel Czieger, Minna C. Klein, Tillie Raabe, Martha F. Klein, Carrie S. Tuttle, Frank V. Dumalski, and Albert W. Keller, Complainants, on February 8, 1928, declared the bonds held by them due and payable and each of the other complainants have subsequent to the said date declared their bonds due and payable as provided in the said deed of trust, default having continued for more than thirty days in the payment of interest on the bonds held by the Complainants and each of them.

As Trustee under the aforesaid deed of trust down to and including April 20th, 1929, I had expended in the matter of cultivating and tending the said premises and in the payment of taxes and insurance on the said property in the sum of Onethounsand three hundred and thirty three and 25/100 Dollars, a statement of which said expenditures I caused to be attached to my

due on each of the said bonds, namely, the interest installments due on the said bonds September 1, 1927, and each subsequent installment, the said bonds are attached to my deposition in a sealed package marked exhibit "G". Frank Dumalski, Complainant, is the owner and holder of bonds number 331, 340, 341, 342, 343, that default has been made and continues in the payment of the interest installment due on each of the said bonds, namely, the interest installment due on each of the said bonds September 1, 1924, and each subsequent interest installment, the said bonds are attached to my deposition in a sealed package marked exhibit "H". Vera DePaola, Defendant, is the owner and holder of bonds number 460 and 461, the witness does not know whether or not default has been made thereon. Lena Fricke, Complainant, is the owner and holder of bonds number 131, 132, 133, 134, 135,136, 137, 138 and 139, that default has been made and continues in the payment of the interest installment due on each of said bonds September 1, 1922, and each subsequent installment, the said bonds are attached to my deposition in a sealed package and marked exhibit "I". George Faltum, Complainant, is the owner and holder of bonds number 462, that default has been made and continues in the payment of the interest due on each of the said bonds, namely, the interest installment due September 1, 1923, and each subsequent installment, the said bonds are attached to my deposition in a sealed package marked exhibit "J". Fred Hufnagel, Complainant, is the owner and holder of bonds 146,147, 148, 149, 150, 151, 152, 153, 325, 326, 327, 328, 329, and 330, that default has been made and continues in the payment of the interest installment due September 1, 1927, and each subsequent installment, the said bonds are attached to my deposition in a sealed package marked exhibit "K". Johanna Hoppe, Complainant, is the owner and holder of bonds number 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, and 183, that default has been made and continues in the payment of the interest due on

the said bonds are attached to my deposition in a sealed package marked exhibit "Q". Tillie Raabe, Complainant, is the owner and holder of bond 364, that default has been made and continues in the payment of the interest due on each of the said bonds, namely, the interest installment due September 1, 1924, and each subsequent interest installment, the said bond is attached to my deposition in a sealed package marked exhibit "R". Carrie S. Tuttle, Complainant, is the owner and holder of bonds number 160, 161, that default has been made and continues in the payment of the interest due on each of the said bonds, namely, the interest installment due March 1, 1922, and each subsequent interest installment, that the said Carrie S. Tuttle Complainant, is the owner and holder of bond 196, that default has been made and continues in the payment of the interest due on said bond September 1, 1921, and each subsequent interest installment, the said bonds are attached to my deposition in a sealed package marked exhibit "S". William Sewerien, Complainant, is the owner and holder of bonds number 186, 187, 188, 189, 190, 191, 192, that default has been made and continues in the payment of the interest due on each of the said bonds namely, the interest installment due September 1, 1927, and each subsequent interest installment, the said bonds are attached to my deposition in a sealed package marked exhibit "T". August Sellin, Complainant, is the owner and holder of bonds number 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, and 365, that default has been made and continues in the payment of the interest due on each of the said bonds namely, the interest installment due September 1, 1925, and each subsequent interest installment, the said bonds are attached to my deposition in a sealed package marked exhibit "U". Gustav Huebner, Complainant, is the owner and holder of bond 195, that default has been made and continues in the payment of the interest due September 1, 1923, and each subsequent interest installment,

the said bonds are attached to my deposition in a sealed package marked exhibit "V". Frank Ehlschlager, Complainant, is the owner and holder of bond number 420, that default has been made and continues in the payment of the interest due on each of the said bonds, namely, the interest installment due March 1, 1924, and each subsequent interest installment, the said bonds are attached to my deposition in a sealed package marked exhibit "W". No interest has been paid on any of the respective bonds subsequent to the dates mentioned as the default dates on each of the respective bonds, that the default in the payment of the interest installment continued for more than sixty days prior to February 8, 1928, and on February 8, 1928, Gustav Huebner, August Sellin, Frederick Hufnagel, Johanna Hoppe, Wendel Czieger, Minna C. Klein, Tillie Raabe, Martha F. Klein, Carrie S. Tuttle, Frank V. Dumalski, and Albert W. Keller, Complainants, who are the owners of the bonds as alleged in the bill of complaint, requested me, as Trustee, to take over the aforesaid property and to foreclose the said deed of trust, and in pursuance of such request I took possession of the said property, as Trustee, and as trustee have continuously since February 8, 1928 had possession of the said property, and have paid the taxes thereon and have cultivated and farmed the said lands for and on behalf of the bondholders under the said deed of trust; that the said property consists of two hundred and sixty acres of land; that about seventy acres of the said land is in cultivation, about fifty-five or sixty acres is planted in oranges and other citrus fruits; that at the time I took possession, John Stelk had abandoned the same and the said property was lying idle and no attention was being given to the oranges and other citrus trees, and the value of the said property was rapidly decreasing. He had not kept the property insured as

deposition marked exhibit "A2". All of the said items recited were in the cultivation and care of the said property and authorized and directed to be expended by me under the said deed of trust. The care of the said property has required all of my time since my taking over the said property on February 8, 1928, in the cultivation and care of the citrus fruit grove, making up the chief value of the said property, one hundred and twenty five dollars a month is a reasonable compensation for the time and labor employed by me under the said deed of trust in caring for the said property.

As trustee I employed, as attorneys, in the matter of foreclosure of this deed of trust and to advise me in the handling of the property, William H. Tuttle, Esq., of Chicago, Illinois, and Beebe & Hall, of Bay Minette, Alabama.

The property was continuously in the possession of John Stelk from the time of the execution of the deed of trust down to the time I took possession and was never at any time in the possession of the Chicago Title and Trust Company, the said Chicago Title and Trust Company never exercised any control over the said property or performed any services under the said deed of trust, other than to accept the same and to certify to the bonds, all of which was done in the City of Chicago.

The bonds were payable at the State Bank of Foley, now the Farmers and Merchants Bank. At neither of the due dates of the installments defaulted was there at the State Bank of Foley, or its successor, the Farmers and Merchants Bank, funds for the payment of the interest due on the said bonds and no money was ever deposited with the said Bank to pay the interest on the said bonds.

I caused to be attached to my deposition a table showing the several bonds owned by the respective complainants and by the defendant, Vera DePaola, the premiums due thereon, the number of coupons due and unpaid on each of said bonds, the total of due and unpaid, including one of March 1, 1929, the interest on the principal indebtedness subsequent to March 1, 1929 to May 1, 1929, and the total principal and interest due each of the said complainants and the said defendant, including interest due March 1, 1929, and caused the same to be marked exhibit "A3".

Albert P. Keller

Counsel appearing for complainants, William H. Tuttle, Esq., and Beebe & Hall, for defendants, none.

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

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

Given under my hand and seal, this 23rd day of April, 1929.

T. W. Richerson (L.S.)

Filed Apr 22/929
T A Reiemann
Registrar

NOTICE OF ASSESSMENT

BALDWIN MUTUAL INSURANCE CO., Inc.

In accordance with sections 6 and 7 of By-Laws, the President and Executive Committee have ordered an assessment for the coming year.

This assessment, based on the losses and expenses of the past year, differs in each class, as shown in paragraph on classification, and the class 1 rate is shown herein below the date.

Date	Name and No.
	5416
	Albert W Keller Trustee
	Foley Ala

Return this Notice with Remittance to GEO. W. LACEY, Sec'y-Treas
LOXLEY, ALA.

If marked here_____ your insurance was increased during the year, and in order to have both the old and new insurance expire on the first of each September we have included in this statement the full amount of assessment for the year on the old part, and the partial assessment on the new.

Class	Amount	Assessment
2	$44.50	$8.90

The annual assessment is made August 1st, payable by September 1st. If marked here ✓ it indicates that your policy was issued and premium paid to April 2-

To extend it to the next September there is an assessment for a part of a year, amounting to as shown on this sheet, and payable by the above date. April 6-1929

BALDWIN MUTUAL INS. CO. LOXLEY, ALA.
PAID
APR 15 1920
G. W. LACEY,
Sec'y

If marked here_____ this assessment is due August first this year, and must be paid before noon September first of this year to keep the insurance in force.

Filed May 8th 1929

T. M. Mc[illegible]

Register

DENIAL OR DELIVERY TO AVOID PAYMENT OF POSTAGE, ETC.

POSTMARK OF DELIVERING OFFICE

AND DATE OF DELIVERY

(NAME OF SENDER)

Street and Number, or Post Office Box

Post Office at

State

Post Office Department

OFFICIAL BUSINESS

REGISTERED ARTICLE

No.

INSURED PARCEL

No.

DENIAL OR DELIVERY TO AVOID PAYMENT OF POSTAGE, ETC.

POSTMARK OF DELIVERING OFFICE

AND DATE OF DELIVERY

Return to

(NAME OF SENDER)

Street and Number, or Post Office Box

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State

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POSTMARK OF DELIVERING OFFICE

AND DATE OF DELIVERY

Return to

(NAME OF SENDER)

Street and Number, or Post Office Box

Post Office at

State

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

(Signature or name of addressee.)

(Signature of addressee's agent.)

Date of delivery, 1/6 *192*8

Form 3811 [illegible] [illegible]

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

(Signature or name of addressee.)

(Signature of addressee's agent.)

Date of delivery, *192*

Form 3811 [illegible] [illegible]

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Emma Still

(Signature or name of addressee.)

(Signature of addressee's agent.)

Date of delivery, 8/8 *192*8

Form 3811 [illegible] [illegible]

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

(Signature or name of addressee.)

(Signature of addressee's agent.)

AUG 9 1928

Date of delivery, *192*

Form 3811 [illegible] [illegible]

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

A W Magney

(Signature or name of addressee.)

(Signature of addressee's agent.)

Date of delivery, *192*

Exhibit Y

№ 488 STATE OF ALABAMA Baldwin COUNTY.

Office of the Judge of Probate, Baldwin County.

Sale Docket 6 P. 195

WHEREAS, on the 30 day of May 1927, the real property hereinafter described was sold, in substantial conformity with all the requisitions of the statutes in such cases made and provided, by Jane M. Smith Tax Collector of said County, to State of Alabama for the taxes, interests, penalties and costs, then due and remaining unpaid on said property; and whereas, Albert M. Keller, Trustee has made application to redeem said land:

NOW, THEREFORE, I, G. M. Humphries, Judge of the Probate Court of the said County of Baldwin, being satisfied that the said Albert M. Keller has authority to redeem ~~is the owner of~~ said property, and has a right to redeem the same, do hereby certify that the said Albert M. Keller has deposited with me, on this 5 day of March, 1928, One Hundred-sixty-one & 40/100 Dollars, for the redemption of the following real estate: S½ of NE¼ of NW¼, SE¼ of NW¼, W½ of NW¼, S½ of NW¼ of Sec 9-T8S R4E & NW¼ of NW¼ of Sec 15, T8S R4E

situated in Baldwin County, Alabama.

Assessed to John Stott

Amount of Purchase Money $86.51

Interest at 10% $10.27

Cost of Certificate of Redemption $1.00

Subsequent Taxes 1927 and Interest $63.62

Total $161.40

Code 1923—3115.

WITNESS, G. M. Humphries, Judge Probate Court of said County, this 5 day of March, 1928.

G. M. Humphries
Judge Probate
by D. Hawk, Clk

Countersigned by:
G. M. Humphries
~~County Treasurer~~
Judge Probate
by D. Hawk, Clk

WILSON PTG CO. MONTGOMERY

Beat No. 3-178 & 1-22 192 9

RECEIVED of John Stick +57/1

the sum of One hundred Dollars,
being in full of the amount of Taxes due the State of Alabama and County of Baldwin, for the year 1928, divided as follows:

			DOLLARS	CENTS
Total Value of Real Estate	4710			
Total Value of Personal Property				
Total State and County Tax			84	78
District School Tax, Dist. No.		(Int. $)		
District School Tax, Dist. No. 60		(Int. $ 09)	14	13
District School Tax, Dist. No.		(Int. $)		
District School Tax, Dist. No.		(Int. $)		
District School Tax, Dist. No.		(Int. $)		
Assessor's Fees				50
Total			99	41
Interest on State and County Tax				57
Interest on District School Tax				09
Collector's Fee				50
Printer's Fee				
Probate Judge's Fee				
Grand Total			100	57

63816 MARSHALL & BRUCE CO. NASHVILLE

Jesse W. Smith
Tax Collector.

Exhibit a 1

By Albert N. Keller Deputy Tax

Exhibit g

Assessment Book No. 3 Page 171

No. 8156 Beat 4-2 192 8

Received of Sunny South Development Company +0.71

the sum of Sixteen Dollars, 81/100
in full amount of Taxes due the State of Alabama and County of Baldwin, 1927.

Total Value of Real Estate, $ 690 Total Value of Personal Property, $

Tax Due October 1, 1927 Tax Rate, $1.80 per $100 Valuation Delinquent Jan. 1, 1928

Total State and County Tax	12.	42
Special District School Tax		
District No. # 60	2	07
8 1/2 M S.W. 1/4 Sec. 9-8.		
Fees R. & C.	1	00
Total State and County Tax	15	49
Interest		30
Printer 52. *Judge* 50 *Notice*	1	02
Aggregate Amount	16	81

Original

Exhibit A 2,

STATEMENT OF EXPENDITURES BY ALBERT W. KELLER, TRUSTEE, IN CONNECTION WITH MANAGEMENT OF AND CARE FOR ORCHARD AND LAND INCLUDED IN TRUST DEED UNDER FORECLOSURE:

Date 1927.		AMOUNT.
Oct. 6th.	Certified copy of Trust Deed	$10.05
Dec. 1st.	Plowing orchard for fire protection	20.00
24th.	Hirschberger account of labor	5.00
Date 1928.		
Feb. 8th.	Hirschberger account labor	30.00
20th.	Harter for feed	8.60
Mar. 7th.	Frank Fertilizer	35.52
10th.	J. H. Beck, Labor,	30.00
26th.	J. H. Beck, "	24.00
	Harter feed	13.35
Apr. 10th.	Steinbacher hauling fertilizer	25.00
12th.	J. H. Beck account labor	6.00
	B. Gansjaeger labor	12.50
	W. Hirschberger account labor	55.10
27th.	B. Gansjaeger " " "	15.75
	W. Hirschberger " " "	17.98
	Sherrill oil and gas	36.20
May 5th.	Harter feed	12.20
16th.	J. H. Beck	7.50
28th.	W. Hirschberger account labor	31.16
	Gansjaeger labor	6.75
	C. Boller, Borseaux Minture	30.24
	C. Wehl, labor	7.50
June 2nd.	Harter feed	18.05
15th.	Sherill oil and gas	34.85
17th	W. Hirschberger account labor	44.50
July 7th.	Harter feed	14.80
24th.	Sherrill oil and gas	21.00
26th.	Harter feed	8.00
Aug. 21st.	W. Hirschberger account labor	51.50
25th.	C. Boller gas and oil	2.05
Sept. 5th.	W. Hirschberger account labor	50.00
	Harter feed	24.10
7th.	Konrad Wehl labor	21.25
July 26th.	Wilkes shoeing mules	3.00
		$733.50
Mar. 5th.	Taxes paid	161.40
Apr. 2nd.	Taxes paid	16.81
12th.	Insurance premium	44.50
		$956.21

Brought forward			$956.21
Jan. 7, 1929		Wm. Hirschberger, Dec. labor	50.00
" 15 1929		Sherrill Oil Company	57.55
Feb. 4, 1929		Hirschberger, Jan. labor	50.00
" 21 1929		Sherrill Oil Company	29.80
Mar. 4	"	Hirschberger, Feb. labor	50.00
" 15	"	Sherill Oil Company	11.00
" 27	"	Foley Motor Company,	3.70
Apr. 4	"	Hirschberger, Mar. Labor	50.00
" 15	"	Sherrill Oil Company	31.02
		Harter feed	31.35
		K. Wehl labors	6.25
17		J. Steinbachs, hauling,	20.25
10		Insurance, Baldwin Mutual,	8.90
Sept. 27 1928		W. Hilcher, spray hose	15.45
		K. Wehl, labor	8.50
		W. L. Rudnick, labor	6.00
Oct. 3, 1928		Hirschberger, Sept. labor	50.00
		H. J. Horte, feed,	5.55
15	"	C. Boller, oil,	.50
		F. Hoffman, orange clipper	2.32
31	"	Hirschberger, Oct. labor	50.00
Nov. 13		Hilcher, mower part	3.20
22		Gulf Garage, repairs,	4.65
Dec. 3	"	G. Holk,	9.00
4		Hirschberger, Nov. labor	50.00
6		Sherrill Oil Co.	26.97
27		Foley Motor Co., tractor parts and labor	42.84
		Hirschberger, labor Sept. 1,	64.76
		Spraying material	30.00
		Extra help spraying	20.00
			$1725.60

Gulf Coast Citrus Exchange returns from sale of oranges,		$1563.48
Paid to Gulf Coast Citrus Exchange for picking, boxes and selling,	$422.00	
Fertilizer	615.33	
Oil emulsion	20.25	
Picking and hauling	113.55	
Total paid to Citrus Exchange	$1171.13	
Net receipts		$392.35

Balance expenditures over and above receipts made by Albert W. Keller, Trustee, $1333.25.

Exhibit A 3

NAME	NO. OF BONDS.	AMT. OF BONDS.	COUPONS UNPAID INCL. Mar. 1, 1929.	TOTAL OF COUPONS INC. Mar. 1/29	INT. MAR. 1 to MAY 1 1929	TOTAL INCL. INT. TO MAY 1, 1929.
INNIE AMMEN	184,185, 193,194.	400	4	56.00	4.66	460.66
ATHERINE BASSO	415,426	200	6	42.00	2.33	244.33
NDEL CZIEGER	251 to 259 280 to 286 162,163,197 232 to 238	2600	4	364.00	30.34	2994.34
ANK DUMALSKI	342,343,331 340, 341	500	10	175.00	5.84	680.84
RA DE PAOLA	460, 461	200	6	42.00	2.33	244.33
NA FRICKE	131 to 139	900	14	441.00	10.50	1351.50
ORGE FALTUM	462	100	12	42.00	1.17	143.17
ED HUFNAGEL	146 to 153 325 to 330	1400	4	196.00	16.34	1612.34
HANNA HOPPE	164 to 183	2000	9	630.00	23.34	2653.34
BERT KELLER	1 to 130	13000	5	2275.00	151.66	15426.66
NA KOHL	156,157	200	5	35.00	2.33	237.33
RTHA KLEIN	158	100	11	38.50	1.17	139.67
NNA KLEIN	159	100	11	38.50	1.17	139.67
S. M.LEHRMAN	198 to 222	2500	10	875.00	29.16	3404.16
LLIE RAABE	364	100	10	35.00	1.17	136.17
RRIE S. TUTTLE	160, 161	200	15	105.00	2.33	307.33
	196	100	16	56.00	1.17	157.17
LLIAM SEWERIEN	186 to 192	700	4	98.00	8.16	806.16
GUST SELLIN	239 to 250, 365	1300	8	364.00	15.18	1679.18
STAV HUEBNER	195	100	12	42.00	1.17	143.17
ANK EHLSCHLAGER	420	100	11	38.50	1.17	139.67
		26800				33101.19

This Indenture,

Made and entered into this first day of September 1920, between John Stelk and Emma Stelk, his wife, of the City of Chicago, County of Cook and State of Illinois

hereinafter described as the party of the first part, and the CHICAGO TITLE AND TRUST COMPANY, a corporation organized and doing business under the laws of the State of Illinois, hereinafter described as the party of the second part and as Trustee, WITNESSETH, That whereas the said John Stelk is

justly indebted to the legal holder or holders of the indebtedness hereinafter described in the principal sum of Fifty thousand five-hundred Dollars ($ 50,000.00) secured to be paid by bonds, bearing even date herewith, made payable to the order of the bearer (or the registered owner thereof), for One-hundred dollars each

each numbered consecutively from One (1) to five-hundred (500) both inclusive, which said bonds are numbered serially and run for the number of years and become due and payable without grace as follows, to-wit:

NUMBER OF BONDS	DENOMINATION OF BONDS	LIFE OF BONDS	DATE OF MATURITY
500	$100.00	ten years	September, 1, 1930

with interest thereon at the rate of seven per cent per annum until maturity, payable semi-annually on the first days of March and of September in each year, which said installments of interest are evidenced by interest coupons attached to each of said bonds for the proper amount and to the proper number to evidence such semi-annual interest from the date of each bond until the date of its maturity, said coupons so attached to each bond being numbered from One (1) up consecutively, all odd numbered coupons maturing in March , and all even numbered coupons maturing in September, all of said bonds and coupons bearing interest after maturity at the rate of ~~seven~~ eight per cent ~~(7%)~~ (8%) per annum and being made payable in gold coin of the United States of the present standard of weight and fineness at the ~~office of the~~ State Bank of Foley Foley, Alabama ~~Chicago, Illinois,~~ which said bonds are of substantially the following tenor and form except as to number ~~and maturity~~, to-wit:

UNITED STATES OF AMERICA
State of Illinois.
7 Per Cent
Real Estate Gold Bond

No. $ 100.00

Secured by First Mortgage on farm land
Located near Foley, Baldwin County, Alabama

~~Chicago, Illinois.~~

The undersigned John Stelk

of Chicago, Cook County, Illinois, for value received, hereby promise s to pay to bearer (or the registered owner hereof) on the first day of September 1930, the sum of O N E H U N D R E D - - - - - - - - - - - Dollars ($ 100.00) together with interest thereon from the date hereof at the rate of seven per cent per annum, payable semi-annually on the first days of March and September in each year, on the presentation and surrender of the attached interest coupons as they severally become due. Both said principal and interest are payable in gold coin of the United States of America, of the present standard of weight and fineness, at the ~~office of~~ State Bank of Foley, at Foley, Alabama ~~in the City of Chicago, State of Illinois.~~ The undersigned is , held and firmly bound unto the bearer (or the registered owner

hereof) for the payment of said principal and interest as herein specified, and he binds himself and his heirs, executors and administrators for the said sums to said bearer (or the registered owner hereof).

This bond is one of a series of five hundred (500) -- bonds of like date and tenor (~~except as to the date of maturity~~), numbered consecutively from One (1) to five hundred (500) both inclusive,

amounting in the aggregate to the sum of FIFTY THOUSAND- Dollars ($ 50,000.00), and secured by a Trust Deed of even date herewith, executed by the undersigned

to the CHICAGO TITLE AND TRUST COMPANY, of Chicago, Illinois, as Trustee, upon ~~the following described real estate in Chicago, Illinois, to wit:~~ certain farm lands situated in Southern Baldwin County, Alabama, and more particularly described in the above mentioned trust deed.

~~together with all buildings, improvements and appurtenances thereunto attached or belonging, including all window screens, curtain~~ fixtures, window shades, door screens, furnaces, ranges, gas and electric light fixtures, and steam and other apparatus, and any and all other fixtures which may be placed in any building erected or hereafter standing upon said premises, together with all the rents, issues and profits which shall hereafter accrue from said premises, which said rents, issues and profits are hereby conveyed and assigned to said Trustee and to its successors in trust, hereby releasing and waiving all rights under and by virtue of the homestead ~~exemption laws of the State of Illinois.~~ *

This bond shall pass by delivery unless registered as to the principal hereof upon the books of said trustee , but after registration duly endorsed hereon no transfer except upon said books shall be valid unless the last registration shall be made to bearer. The coupons hereto attached, however, shall always be transferable by delivery. This bond shall not become valid or obligatory until authenticated by the signature of the CHICAGO TITLE AND TRUST COMPANY, Trustee, to the certificate on the back hereof. The liability of the undersigned hereon shall under all circumstances whatsoever continue in its original force until the principal and interest are paid in full. All of the bonds herein described are equally in all things secured by the said Trust Deed without any preference or priority whatsoever of the lien thereof in favor of any one or more of said bonds over any one or more of the others.

It is further expressly agreed that if default be made in the payment of any one of said bonds or coupons at the time and place when and where the same becomes due, and such default shall continue for thirty days, then the said entire principal sum of this bond shall, at the election of the legal holder hereof, at once become due and payable, such election to be made at any time after the expiration of said thirty days, without notice; and the entire principal sum secured by said Trust Deed may thereupon become due and payable at the election of the legal holder or holders of one or more of said bonds, upon the terms and under the conditions prescribed in the Trust Deed. It is still further agreed that if default be made in the payment of any one of the said interest coupons or of the said principal sum, when and where the same shall become due, then interest at the rate of ~~seven~~ eight per cent (~~7~~8%) per annum shall be allowed on both principal and interest in default, until the same are fully paid. Said Trust Deed and this bond are parts of the same contract, and are to be construed together.

* The undersigned reserves and has the right to call for this bond and discharge the same on any interest date, provided written notice is given to that effect to the person collecting the interest hereon at least six months prior thereto.

The undersigned hereby appoints ~~or~~ any attorney of any court of record to be his true and lawful attorney irrevocably for him, and in his name to appear in such court in term time or vacation after this bond becomes due, whether by election as aforesaid, upon giving thirty days' notice of such default and election, or by regular maturity of this bond, waiving service of process and confessing judgment in favor of the legal holder hereof for the amount due hereon, with costs and Ten Dollars ($10.00) attorneys' fees; and also to file a cognovit therefor with an agreement therein that execution may issue forthwith, and that no writ of error or appeal shall be prosecuted upon judgment entered by virtue hereof, nor any bill in equity filed to interfere with the operation of said judgment, and to release all errors that may intervene in entering up said judgment or issuing execution thereon, hereby ratifying and confirming all that said attorney may lawfully do by virtue hereof.

In Witness Whereof, ~~said~~ the undersigned has hereunto set his hand and affixed his seal, and has caused the interest coupons hereto attached to be executed with his lithographed signature at Chicago, Illinois, this first day of September, 1920

_____ [SEAL]

_____ [SEAL]

_____ [SEAL]

_____ [SEAL]

_____ [SEAL]

_____ [SEAL]

_____ [SEAL]

Attached to each of said bonds are interest coupons duly authenticated by the lithographed signatures of the makers thereof payable to bearer, for the respective sums of interest to become due as therein mentioned, which are substantially of the following form, except as to the numbers, dates of maturity and denomination.

FORM OF COUPON

No. $3.50

Chicago, Illinois September 1st, 1920

On the first day of March 1921, the undersigned (naming him in the coupon) promise to pay to the bearer Three and 50/100--Dollars, without grace, in gold coin of the United States of America of the present standard of weight and fineness, at the ~~office of~~ State Bank of Foley, Foley, Alabama. ~~Chicago, Illinois, with~~ interest at the rate of ~~seven~~ eight per cent (~~7~~ 8%) per annum after maturity, being for an installment of interest on a first mortgage seven per cent gold bond numbered one (1)

_____

_____

_____

_____

Each of said bonds shall have endorsed upon it the following certificate of the CHICAGO TITLE AND TRUST COMPANY, Trustee:

TRUSTEE'S CERTIFICATE

This is to certify that this bond is one of the series of five hundred bonds of John Stelk for the aggregate amount of Fifty thousand- Dollars, numbered consecutively from One (1) to five hundred both inclusive, which bonds are mentioned and described in the Trust Deed within referred to; which said Trust Deed was recorded in the ~~Recorder's office of Cook County, Illinois, on the~~ office ~~day of xxxxxxxxxxxxxxxxxxxxxxxxxxxx A.D. 19xx, as document number~~ of the judge of the Probate Court in and for Baldwin County, Alabama on September 1, 1920.

CHICAGO TITLE AND TRUST COMPANY, Trustee

By

Now Therefore, said party of the first part for the better securing the payment of all the obligations and the performance of all the covenants and agreements herein mentioned without priority or preference, except as hereinafter stated, and in consideration of One Dollar paid to said party by said Trustee, the receipt whereof is hereby acknowledged, does by these presents *convey* and *warrant* unto the said party of the second part and to its successors in trust in fee simple the following described real estate situated in ~~the City of Chicago, County of Cook and State of Illinois,~~ to-wit:

County of Baldwin, State of Alabama,

Lots thirteen (13), fourteen (14) and fifteen (15) in Block eleven (11), in Foley, being a suvdivision of a part of Sections twenty-eight (28) and twenty-nine (29), Township seven (7) South Range four (4), also the Northeast quarter (NE¼) of the Southeast quarter (SE¼) of Section eight (8), Township eight (8) South range five (5), also the Southeast quarter (SE¼) of the Northeast quarter (NE¼) of Section twenty-seven (27), Township seven (7) South Range four (4), also the west half (W½) of the Southeast quarter (SE¼) of the Southwest quarter (SW¼) of Section twenty-three (23), Township seven (7) South Range three (3), also the Southwest quarter (SW¼) of the Southeast quarter (SE¼) of Section five (5), also the North half (N½) of the Northeast quarter (NE¼), also the Northeast quarter (NE¼) and the Southwest quarter (SW¼) in the Southwest quarter (SW¼), also the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section eight (8), also the Northwest quarter (NW¼) (except the North (N) twenty (20) acres of the Northeast quarter (NE¼) thereof) and the South half (S½) of the Southwest quarter (SW¼) of Section nine (9), also the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section fifteen (15), also the Northeast quarter (NE¼) of the Northeast quarter (NE¼) and the South half (S½) of the Northwest quarter (NW¼) of the Northwest quarter (NW¼) also the Southeast quarter (SE¼) of the Northwest quarter (NW¼), also the Northwest quarter (NW¼) of the Southwest quarter (SW¼) of Section sixteen (16), also the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section seventeen (17), also the west half (W½) of the Northwest quarter (NW¼) of Section twenty-one (21), all in Township eight (8), South Range four (4), and all East of St. Stephens Principal Meridian.

Released 6/24/23 J. Pavone

Rel 8/27/23

~~together with all buildings, improvements and appurtenances thereunto attached or belonging, including all window screens, door~~ screens, curtain fixtures, furnaces, ranges, gas and electric light fixtures, and steam and other heating apparatus, and any and all other fixtures that may be placed in any building now or hereafter standing upon said premises, together also with all rents, issues and profits which shall hereafter accrue from said premises, which rents, issues and profits are hereby conveyed and assigned to said party of the second ~~part and~~ its successors in trust, hereby releasing and waiving all rights under and by virtue of the homestead ~~exemption laws of the State of Illinois.~~

To Have and to Hold the same unto and to the use of the said party of the second part forever, but in trust nevertheless, for the equal pro rata benefit and security of the holders of the above mentioned bonds at whatever period the same may be issued, without any preference or priority of one bond over another, and for the benefit and security of any and all persons that shall make disbursements or incur costs and expenses under the provisions of this Trust Deed, and for the uses and purposes hereinafter declared. The subsequent covenants of the party of the first part shall bind the heirs, legal representatives and assigns of said party.

Article 1. Said party of the first part shall be permitted to use, occupy and possess said premises and to collect, use and control the rents, income and profits thereof until default shall be made in the payment of some portion of the indebtedness aforesaid, either of the principal or interest, or in the keeping or performance of some other covenant or agreement herein made by the said party of the first part, but the said party of the first part covenants and agrees to deliver to said Trustee at any time after default on its request, all leases, muniments of title, receipts, papers and records at any time in the possession or control of said party of the first part, given or received in connection with said premises, and to make, execute and deliver to said Trustee all such further assurances, trust deeds, mortgages and other instruments of writing in regard to said real estate and the buildings thereon and income therefrom as may be proper at any time for improving the security given by this instrument, and for the better carrying out of the true intent and meaning hereof; also that no *bona fide* innocent holder of any bond or bonds taken before maturity shall be affected as to the benefit of this security by any equities or matters of defense which may exist in favor of any party in interest against any prior holder of the bond or bonds held by such bondholder; further, that if the time of payment of said bonds secured hereby or any part thereof be extended by the holder or holders thereof at any time or times, the maker or guarantors thereof and any person or persons hereafter assuming the payment thereof, or of any part thereof, shall be held hereby to consent to such extension and shall, notwithstanding such extension, continue liable thereon to the holder or holders thereof, and shall pay the same at the time or times mentioned in any such extension agreement.

Article 2. Said party of the first part further covenants and agrees to pay all taxes and assessments due or to become due, levied or to be levied against said premises, and not to suffer any part of said premises to be sold for any tax or assessment whatsoever, or suffer any mechanic's lien to attach to the premises, and that said party will not permit anything to be done upon said premises that may impair the value thereof or the security intended to be effected by virtue of this instrument, or place any addition or improvements upon or adjoining the said real estate herein described without first having obtained the written consent of the Trustee hereunder, or fail to keep all buildings now situated or that may hereafter be erected or placed upon said land in good repair, working order and condition and fully supplied with attendants and equipment, and that said party will, from time to time, make all needed and proper repairs and replacements so that said premises shall at all times be properly conducted.

Article 3. Said party of the first part covenants and agrees to insure said property against loss or damage by fire in some good and responsible insurance company or companies (the selection of which may be subject to the approval of the said Trustee and its successors in trust) in the fair insurable value of such buildings and to cause such insurance to be made payable in case of loss to said party of the second part or its successors in trust, and to deliver to it all the policies of insurance therefor as soon as such insurance shall be effected, and in case of renewals three (3) days before expiration as collateral and additional security for the indebtedness aforesaid. Any insurance recovered upon such policies of insurance or renewals thereof shall be applied to the restoration of such buildings, improvements and fixtures, provided the party of the first part shall within fifteen (15) days after such fire so request of said Trustee in writing, and shall also within fifteen (15) days after such request give security satisfactory to said Trustee for the complete restoration of such buildings, improvements and fixtures free from mechanic's liens within a reasonable time and prior to the maturity of the principal indebtedness and every part thereof then unpaid and hereby secured, and for the payment of reasonable compensation to said party of second part; otherwise it shall be divided pro rata among the legal holder or holders of said bonds and coupons which shall be outstanding and unpaid at the time of such fire, after the deduction of all charges and expenses of said Trustee in connection therewith.

Article 4. In case of refusal or neglect of the said party of the first part thus to insure, or assign any policy of insurance, or to pay taxes or assessments as the same shall become due and payable, or to keep the buildings on said premises in good repair, then said party of the second part or its successors in trust or the holder of any of said bonds may at its, his or their option procure such insurance or pay such taxes or assessments or redeem said premises from any tax sale or settle any mechanic's lien claims or make repairs; and all moneys paid for any purpose authorized by this Trust Deed, together with interest thereon at ~~seven~~ eight per