

(8%)
cent (7%) 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 much 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 in the 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 part or 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 the bonds 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 of 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 the current 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 present standard 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 the right (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 to such person or persons as 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, and to operate the property and to sign the name of the party of the first part hereunder on all papers and receipts 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} Illinois, the County of Cook or the City of Chicago, together with all insurance premiums due or payable for renewals of insurance and for continuing the insurance of said property as herein provided, and after paying all necessary and proper operating expenses, including repairs, labor, materials, supplies, gas, water, electricity and other charges, together with reasonable attorneys' fees and five per cent (5%) of all amounts collected as Trustee's fees for its services 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 occasion 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 or more 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 cost of documentary evidence, stenographers' charges, and for procuring and continuing abstracts of title to said premises and of title guarantee policy or policies, printing bills and 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 proceeds 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, mechanic's 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 on 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 of and 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 the debt 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 the court by virtue hereof, and the 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.

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

[Handwritten signature]

[Handwritten signature] [SEAL]

[Handwritten signature] [SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS } ss.
County of Cook }

I, *[Handwritten signature]*

a Notary Public in and for the County and State aforesaid. Do hereby Certify, that

John Stelk and Emma Stelk, his wife *who are* subscribed 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 .

[Handwritten signature]
Notary Public.

State of Alabama
County of Baldwin

I, *[Handwritten signature]*

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 19 20

[Handwritten signature]
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, acknowledged before me this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand this

27th

day of February, A. D. 1928

P. J. O'Shea

Notary Public

My commission expires

January 10, 1930

Original

SERVE ON _____
**Circuit Court of Baldwin County
In Equity.**

No. _____

SUMMONS

vs.

Solicitor for Complainant

**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.

*Aug 1st 1928,
Copy of Bill
Served
Registered Clerk
C. Brown
T. W. [unclear]
Register*

Recorded in Vol. _____ Page _____

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

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon

John Stelk, 70 N. Prospect Ave. Claridon Hills
Du Page 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 Sum-
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by
Minnie Ammen et al,

against said

John 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.

Register

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

SERVE ON.....

**Circuit Court of Baldwin County
In Equity.**

No.

SUMMONS

vs.

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 summons & Copy of Bill
registered John Stelk, 75
Prospect Ave, Claridon Hills,
Du Page County Ill.

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

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon
Fred Mau,

1220 S. Scoville St, Oak Park, 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 Sum-
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Minnie Ammen et al,

against said Fred Mau

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

vs.

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 summons regis-
tered Fred Mau,
1220 S. Scoville St
Oak Park, Ill.

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 Ave

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 Bill of Complaint lately exhibited by

Lars Schmiat

against said

Emma Stelk et als.

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

July, 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

vs.

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.

Aug 1st. 1928
Copy of Bill & Summons
Registered Dept
Aug 1st 1928.
T. M. Williams
Register

61345

Tax 3

Birewob
1350

62995

3808

~~Add 668.03~~

~~Balance~~

~~Income~~

~~3 Paid -~~

3808
1350
5158

NOTICE TO NON-RESIDENT.

Moore Ptg. Co.—Bay Minette.

Albert W. Keller, as trustee, Winnie Annen, Catherine Basso, Wendel Gieseler, Frank Dumalski, Lena Fricke, George Faltun, Fred Murnagel, Joanna Hoppe, Anna Kohl, Arthur Klein, Mrs. Martha Lehman, Millie Baobe, Carrie S. Tuttle, William Swerion, August Sellin, Gustav Huebner, Frank Hshlager, The State of Alabama, and Albert W. Keller, Complainants,

Baldwin County.

Circuit Court, in Equity.

This the 30th day of

July, 1928

vs.
John Stolk, Emma Stolk, Charles O'Brien, Margaret O'Brien, Lars Schmidt, Vera De Passa and Frederick Mau,

In this cause it being made to appear to the Clerk of this Court by the affidavit of Hon. Lloyd Magney, Attorney for Lars Schmidt,

that the Defendants John Stolk, Emma Stolk, Charles O'Brien, Margaret O'Brien,

are non-resident of the State of Alabama John Stolk and Emma Stolk, residing at and their Post Office being 73 N. Prospect Avenue, Clarendon Hills, De Page County, Illinois, Charles O'Brien and Margaret O'Brien, residing at and their Post Office Address being 1503 Warren Avenue, Chicago Illinois,

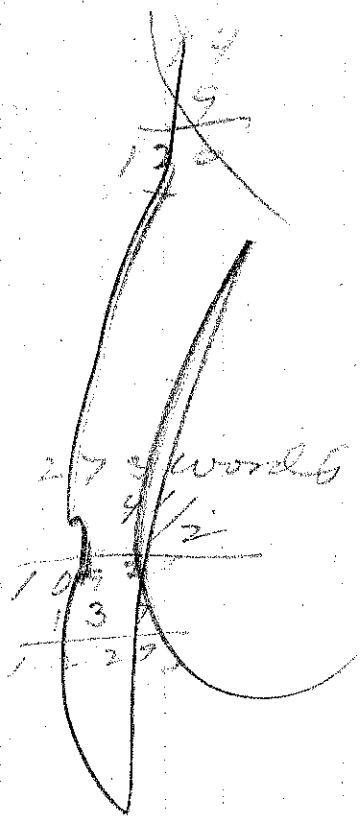
and further, that, in the belief of said Affiant the Defendant s are over the age of 21 years; it is, therefore, ordered that publication be made in the Baldwin County News, a newspaper published in Baldwin County, Alabama, once a week for four consecutive weeks, requiring

the said John Stolk, Emma Stolk, Charles O'Brien and Margaret O'Brien,

to answer or demur to the Bill of Complaint in this cause by the 1st day of September 1928, or after thirty days therefrom a decree Pro Confesso may be taken against the said defendant's.

J. M. Rice
Register.

Estimate
with bar in
TRK



300
4
1200
150
1350

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, Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Ericke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martha Klein, Minna Klein, Mrs. Martha Lehman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, 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, D. Page County, Ill.; Charles and Margaret O'Brien, 1503 Warren Ave., Chicago, Ill.; Vera De Paola, Atlaphu City, New Jersey; Lars Schmidt, 21st W. 21st Street, Chicago, Ill.; and Frederick Mau, 1220 S. Scoville Ave., Park, Ill.; and further, that, in belief of said affiants the Defendants are each over the age of twentyive 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 in this cause by the 15th day of June, 1928, or after that date a decree pro against each of them.

PUBLISHED EVERY THURSDAY

E BALDWIN TIMES

PRINTED IN THE LAND OF THE GOLDEN SATSUMA

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

BAY MINETTE, ALA.

ALFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

T. L. C. 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 _____

Notice of Non-Residence

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

Date of first publication	June 14, 1928	Vol. 39	No. 20
Date of second publication	June 21, 1928	Vol. 39	No. 21
Date of third publication	June 28, 1928	Vol. 39	No. 22
Date of fourth publication	July 5, 1928	Vol. 39	No. 23

Subscribed and sworn to before the undersigned this 7th day of

January 1929
W. C. Beebe
N. P. Baldwin
Co Ala.

T. L. C. Vail
Publisher.

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 _____

Notice Non-residents
Minnie Ammen et al vs John Stalk

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

Date of first publication	<u>May 31</u>	Vol. <u>24</u>	No. <u>18</u>
Date of second publication	<u>June 7</u>	Vol. <u>24</u>	No. <u>19</u>
Date of third publication	<u>" 14</u>	Vol. <u>24</u>	No. <u>20</u>
Date of fourth publication	<u>" 21</u>	Vol. <u>24</u>	No. <u>21</u>

Subscribed and sworn to before the undersigned this 17 day of January 1929
R. B. Vail
Publisher.

J. W. Beckman
Clerk Circuit Court,

BAY MINETTE, ALA.

June 1-19

M. J. W. Richardson

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

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

Duke Hill Camp

Non. Rev. Netin - Ammer et al vs J no Stell et al

Run 5/31 6/7-14-21

\$13.95

NOTICE TO NON-RESIDENT

The State of Alabama Baldwin County

Circuit Court in Equity

This the 30th day of May 1928

Minnie Ammer Catherine Basson

Missouri Annals
v 5

John Clark

Missouri Annals
v 5

John Clark

Filed Jan 17/1929
T W Peterson
Register

BAY MINETTE, ALA.

Jan 1 - 19 29

(758)

M

Beebe & Hall

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

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

To Publishing Legal ad. Aukeller et al
vs J. Stalk et al - Jan 14 - 21 - 28 July 5 -

\$ 24.58

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 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 North-east Quarter (N.E. $\frac{1}{4}$) of the South-east Quarter (S.E. $\frac{1}{4}$) of Section Eight (8) in Township Eight (8) South, Range Five (5);

The South-east Quarter (S.E. $\frac{1}{4}$) of the North-east Quarter (N.E. $\frac{1}{4}$) of Section Twenty-seven (27) in Township Seven (7) South, Range Four (4);

The West Half (W. $\frac{1}{2}$) of the South-east Quarter (S.E. $\frac{1}{4}$) of the South-west Quarter (S.W. $\frac{1}{4}$) of Section Twenty-three (23) in Township Seven (7) South, Range Three (3);

The South-west Quarter (S.W. $\frac{1}{4}$) of the South-east Quarter (S.E. $\frac{1}{4}$) of Section Five (5);

The North Half (N. $\frac{1}{2}$) of the North-east Quarter (N.E. $\frac{1}{4}$); also the North-east Quarter (N.E. $\frac{1}{4}$) and the South-west Quarter (S.W. $\frac{1}{4}$) in the South-west Quarter (S.W. $\frac{1}{4}$); also the South-east Quarter (S.E. $\frac{1}{4}$) of the South-east Quarter (S.E. $\frac{1}{4}$) of Section Eight (8);

The North-west Quarter (N.W. $\frac{1}{4}$) (except the North Twenty (N.20) acres of the North-east Quarter (N.E. $\frac{1}{4}$) thereof) and the South Half (S. $\frac{1}{2}$) of the South-west Quarter (S.W. $\frac{1}{4}$) of Section Nine (9);

The North-west Quarter (N.W. $\frac{1}{4}$) of the North-west Quarter (N.W. $\frac{1}{4}$) of Section Fifteen (15);

The North-east Quarter (N.E. $\frac{1}{4}$) of the North-east Quarter (N.E. $\frac{1}{4}$); and the South Half (S. $\frac{1}{2}$) of the North-west Quarter (N.W. $\frac{1}{4}$) of the North-west Quarter (N.W. $\frac{1}{4}$); the South-east Quarter (S.E. $\frac{1}{4}$) of the North-west Quarter (N.W. $\frac{1}{4}$) and the North-west Quarter (N.W. $\frac{1}{4}$) of the South-west Quarter (S.W. $\frac{1}{4}$) of Section Sixteen (16);

The South-east Quarter (S.E. $\frac{1}{4}$) of the South-east Quarter (S.E. $\frac{1}{4}$) of Section Seventeen (17);

The South Half (S. $\frac{1}{2}$) of the North-west Quarter (N.W. $\frac{1}{4}$) 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 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 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; ~~and the holders and owners of a majority of said bonds outstanding so secured, consent to such resignation;~~

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

Signed, sealed and delivered in the presence of

[Signature]
[Signature]

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.

Chicago Title and Trust Company

By [Signature] Vice President

Attest:

[Signature]

Secretary

10

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. Kautzky 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 as such 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 :
COUNTY OF COOK : :SS

I, Belle M. Stark

a Notary Public, in and 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. Kautzky 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 they 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 mt hand and Notarial seal this 22nd day of November, A. D. 1927.

Belle M. Stark
Notary Public.

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. $\frac{1}{4}$) of the South-east Quarter (S.E. $\frac{1}{4}$) of Section Eight (8) in Township Eight (8) South, Range Five (5);

The South-east Quarter (S.E. $\frac{1}{4}$) of the North-east Quarter (N.E. $\frac{1}{4}$) of Section Twenty-seven (27) in Township Seven (7) South, Range Four (4);

The West Half (W. $\frac{1}{2}$) of the South-east Quarter (S.E. $\frac{1}{4}$) of the South-west Quarter (S.W. $\frac{1}{4}$) of Section Twenty-three (23) in Township Seven (7) South, Range Three (3);

The South-west Quarter (S.W. $\frac{1}{4}$) of the ~~the~~ South-east Quarter (S.E. $\frac{1}{4}$) of Section Five (5);

The North Half (N. $\frac{1}{2}$) of the North-east Quarter (N.E. $\frac{1}{4}$); also the North-east Quarter (N.E. $\frac{1}{4}$) and the South-west Quarter (S.W. $\frac{1}{4}$) in the South-west Quarter (S.W. $\frac{1}{4}$); also the South-east Quarter (S.E. $\frac{1}{4}$) of the South-east Quarter (S.E.) of Section Eight (8);

The North-west Quarter (N.W. $\frac{1}{4}$) (except the North Twenty (N.20) acres of the North-east Quarter (N.E. $\frac{1}{4}$) thereof) and the South Half (S. $\frac{1}{2}$) of the South-west Quarter (S.W. $\frac{1}{4}$) of Section Nine (9);

The North-west Quarter (N.W. $\frac{1}{4}$) of the North-west Quarter (N.W. $\frac{1}{4}$) of Section Fifteen (15);

The North-east Quarter (N.E. $\frac{1}{4}$) of the North-east Quarter (N.E. $\frac{1}{4}$); and the South Half (S. $\frac{1}{2}$) of the North-west Quarter (N.W. $\frac{1}{4}$) of the North-west Quarter (N.W. $\frac{1}{4}$); the South-east Quarter (S.E. $\frac{1}{4}$) of the North-west Quarter (N.W. $\frac{1}{4}$) and the North-west Quarter (N.W. $\frac{1}{4}$) of the South-west Quarter (S.W. $\frac{1}{4}$) of Section Sixteen (16);

The South-east Quarter (S.E. $\frac{1}{4}$) of the South-east Quarter (S.E. $\frac{1}{4}$) of Section Seventeen (17);

The South Half (S. $\frac{1}{2}$) of of the North-west Quarter (N.W. $\frac{1}{4}$) 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 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 in writing 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 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" - - "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 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 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 Trust 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

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 total number of bonds now in force and outstanding is 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 uncanceled bonds, dated September 1, 1920, issued and executed by said John Stelk, as above mentioned and secured by said Trust Deed or Deed of Trust 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 RAABE	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 Deeds 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)

Sopham Kopp (SEAL)

Catherine Basso (SEAL)

Gustav Humber (SEAL)

August Selbin (SEAL)

Wm Severien (SEAL)

Mrs Anna Kohl (SEAL)

Martha Klein (SEAL)

Carrie S. Tuttle (SEAL)

Wendel Dzieger (SEAL)

George Patterson (SEAL)

Gillie Raabe (SEAL)

Mina C Klein (SEAL)

_____ (SEAL)

Missie Gorman (SEAL)

Albert W Keller (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF ILLINOIS :

1927

COOK COUNTY

I, _____

a Notary Public in and for said County in the State aforesaid, HEREBY CERTIFY, that

whose names are signed to the foregoing instrument, 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

_____ day of November, A. D. 1927

Notary Public.

STATE OF Alabama

1927

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 the contents 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. 30, 1930

STATE OF ILLINOIS :
COUNTY OF COOK : I, GEORGE E. HALEY, a Notary Public in and
for the County and State aforesaid, DO HEREBY CER-
TIFY, that WILLIAM H. TUTTLE, the subscribing wit-
ness to the foregoing instrument, known to me, ap-
peared before me this day, and, being sworn, stated
FREDERICK HUENAGEL, 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
MINNIE AMMAN, 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

George E. Haley

Notary Public.

13

THIS INDENTURE, made and entered into this eighth day of February, A. D. 1928, WITNESSETH:

Whereas John Stelk executed and delivered his certain bonds under date of September 1, 1920, each in the sum of \$100, and each due September 1, 1930, and bearing interest at the rate of seven per cent per annum, payable semi-annually, from date of said bonds to maturity thereof, which semi-annual installments of interest for said period of ten years were evidenced by interest coupons, twenty in number, for \$3.50 each attached to each bond; which said bonds and interest thereon were secured by Trust Deed, dated September 1, 1920, executed by said John Stelk and Emma Stelk, his wife, conveying to the Chicago Title and Trust Company of Chicago, Illinois, as Trustee, certain lands with the improvements thereon situated in the County of Baldwin in the State of Alabama, which said Trust Deed was on September 9, 1920, filed for record in the Office of the Judge of Probate of said Baldwin County in the State of Alabama, and recorded in said Office in Book 24 of Mortgages on pages 640 to 645; and

Whereas said Chicago Title and Trust Company has resigned as such trustee under such Trust Deed and discharged itself from such trust so created; and Albert W. Keller of said Baldwin County has by instrument in writing executed by the holders of a majority of said bonds outstanding and in force been elected and appointed as Trustee in lieu and place of said Chicago Title and Trust Company with all the powers and privileges provided in said Trust Deed to be exercised by such Trustee; and

Whereas it is provided in said bonds and in the Trust Deed executed to secure the same, that if default is made in the payment of interest due on said bonds and such default continues for thirty days, then at the election of the bond holders upon whose bonds such default in payment of interest has been made, all of the bonds outstanding and in force may be declared due and payable; and such Trustee or its Successor in Trust, on appli-

cation of the bond holders upon whose bonds default in the payment of interest has been made, shall enter upon and take possession of the lands and premises described in said Trust Deed, and control and operate the same with powers, authority and duties prescribed in said Trust Deed; and such Trustee or its Successor in Trust shall institute a suit for foreclosure upon request in writing of the holder or holders of one or more of the then outstanding bonds; and

Whereas default has been made in the payment of all the interest due September 1, 1927, on all of said bonds that are outstanding and in force and such default has continued for more than sixty days up to the date hereof and still continues;

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

NAME OF BONDHOLDER	BONDS OWNED
GUSTAV HUEBNER	1 bond
AUGUST SELLIN	11 bonds
FREDERICK HUFNAGEL	14 bonds
JOHANNA HOPPE	20 bonds
WENDEL CZIEGER	26 bonds
MINNA C. KLEIN	1 bond
TILLE RAABE	1 bond
MARTHA F. KLEIN	1 bond
CARRIE S. TUTTLE	3 bonds
ALBERT W. KELLER	130 bonds
FRANK V. DUMALSKI	5 bonds

STATE OF ILLINOIS :
 :SS
COUNTY OF COOK :

I, MAMIE C. MERRICK

a Notary Public, in and for said County and State,
HEREBY CERTIFY, that

GUSTAV HUEBNER, AUGUST SELLIN, FREDERICK

HUFNAGEL, JOHANNA HOPPE, WENDEL CZIEGER, MINNA

C. KLEIN, TILLIE RAABE, MARTHA F. KLEIN and

GARRIE S. TUTTLE, and FRANK V. DUMALSKI

whose names are signed to the foregoing instrument,
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.

GIVEN under my hand and Notarial Seal this 9th
day of February, 1928.

Mamie C. Merrick
Notary Public

My commission expires January 23, 1932

STATE OF Alabama }
COUNTY OF Baldwin }SS

I, E. Frank Sanders

A Notary Public in and for said County and State
HEREBY CERTIFY, that

Albert W. Keller

whose name is signed to the foregoing
instrument, and who is personally known to
me, acknowledged before me this day, that, being
informed of the contents of said instrument,
he executed the same voluntarily, on the
day the same bears date.

GIVEN under my hand and Notarial Seal this
29 day of February, 1928.

E. Frank Sanders
Notary Public

My commission expires My Commission Expires Sept. 30, 1930

cation of the bond holders upon whose bonds default in the payment of interest has been made, shall enter upon and take possession of the lands and premises described in said Trust Deed, and control and operate the same with powers, authority and duties prescribed in said Trust Deed; and such Trustee or its Successor in Trust shall institute a suit for foreclosure upon request in writing of the holder or holders of one or more of the then outstanding bonds; and

Whereas default has been made in the payment of all the interest due September 1, 1927, on all of said bonds that are outstanding and in force and such default has continued for more than sixty days up to the date hereof and still continues;

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

NAME OF BONDHOLDER	BONDS OWNED
GUSTAV HUEBNER	1 bond
AUGUST SELLIN	11 bonds
FREDERICK HUFNAGEL	14 bonds
JOHANNA HOPPE	20 bonds
WENDEL CZIEGER	26 bonds
MINNA C. KLEIN	1 bond
TILLE RAABE	1 bond
MARTHA F. KLEIN	1 bond
CARRIE S. TUTTLE	3 bonds
ALBERT W. KELLER	130 bonds
FRANK V. DUMALSKI	5 bonds

BY THE HONORABLE JOHN A. LEWIS, JUDGE OF THE CIRCUIT COURT
OF HAWAII COUNTY, ALABAMA, IN WRITTY SYSTEM:

James Albert V. Keller, as trustee under that certain in-
strument executed by John Steik and Emma Steik to the Chicago Title and Trust
Company, a corporation, date September 1, 1920, hereinafter more fully described,
Minnie James, Catherine James, Vandal Caloger, Frank Humicki, Lena Priksa, George
Falkus, Fred Kufengal, Johanna Hoppo, Anna Kohl, Martha Klein, Minna Klein, Mrs.
Martha Lehman, Willie Mashe, Carrie S. Tuttle, William American, August Sallin,
Gustav Buchner, Frank Mischlager, and Albert Keller, individually, and jointly
complaining against John Steik, Emma Steik, Charles O'Brien, Margaret O'Brien,
Lars Schmidt, Vera De Paula and Frederick Han, respectfully shows unto your Honor

THAT your said complainants are each over the age of
twenty-one years their residence and post office addresses being as follows:
Minnie James, 4320 W. Elst Place, Chicago, Ill.; Catherine James, 2227 W. 24th
St. Chicago, Ill.; Vandal Caloger, 2426 W. 24th St. Chicago, Ill.; Frank Humicki,
2727 Single Ave. Chicago, Ill.; Lena Priksa, care Mrs. Von Kolnberg, 77 W.
Washington St. Chicago, Ill.; George Falkus, 7642 S. Stewart Ave. Chicago, Ill.;
Fred Kufengal, 1104 S. Euclid Ave. Oak Park, Ill.; Johanna Hoppo, 1025 S. Scoville
Ave. Oak Park, Ill.; Anna Kohl, 4521 Wilson Ave. Chicago, Ill.; Martha Klein,
2020 Maple Ave. Berwyn, Ill.; Minna Klein, 2020 Maple Ave. Berwyn, Ill.; Martha
Lehman, 1111 Hall St. Evanston, Ill.; Willie Mashe, Norton Grove, Ill.; Carrie
S. Tuttle, 2424 Oak Park Ave. Berwyn, Ill.; William American, 2221 W. Elst. Place
Chicago, Ill.; August Sallin 2010 S. Scoville Ave. Berwyn, Ill.; Gustav Buchner,
2012 W. Elst Place, Chicago, Ill.; Frank Mischlager, 4225 Crystal St. Chicago,
Ill.; and Albert V. 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 Steik and Emma Steik, 73
North Prospect Ave. Clarendon
Hills, DePage Co. Ill.; Charles O'Brien and Margaret O'Brien, 1025 Warren Ave.
Chicago, Ill.; Vera De Paula, Atlantic City, New Jersey; Lars Schmidt, 2020 W.
Elst St. Chicago, Ill.; Frederick Han, 1220 S. Scoville, Oak Park, Ill.

The undersigned John Stolk 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 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 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 sum 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 Northern 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 registration duly endorsed hereon as transfer except upon said books shall be valid unless the last registration shall be made to bearer. The coupons hereon attached, however, shall always be transferable by delivery. This bond shall not become or obligate 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 hereon 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 become 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. This 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 conferring judgment in favor of the legal holder hereof for the amount due hereon, with costs and Ten Dollars (\$10.00) attorney's 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, 1900.

(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 tenor, except as to the numbers, dates of maturity and denomination.

FORM OF COUPON

No.

\$5.00

Chicago, Illinois, September 1st, 1900.

On the first day of March, 1901, the undersigned (making 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, Trustees

TRUSTEE'S CERTIFICATE

This is to certify that this bond is one of the series of five hundred bonds of John Stolt 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, 1900.

CHICAGO TITLE AND TRUST COMPANY, Trustees

By

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 County of Baldwin, 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), Township seven (7) south range four (4), also the Northeast quarter (NE¹/₄) of the Southeast quarter (SE¹/₄) of section eight (8), Township eight (8) south range five (5), also the Southeast quarter (SE¹/₄) of the Northeast quarter (NE¹/₄) of section twenty-seven (27), Township seven (7) south range four (4), also the west half (W¹/₂) of the southeast quarter (SE¹/₄) of the southwest quarter (SW¹/₄) of section twenty-three (23) Township seven (7) South range three (3), also the Southwest quarter (SW¹/₄) of the Southeast quarter (SE¹/₄) of Section five (5), also the south half (S¹/₂) of the Northeast quarter (NE¹/₄) also the Northeast quarter (NE¹/₄) and the southwest quarter (SW¹/₄) in the Southwest quarter (SW¹/₄), also the Southeast quarter (SE¹/₄) of the Southeast quarter (SE¹/₄) of section eight (8), also the northwest quarter (NW¹/₄) (except the North (N) twenty (20) acres of the Northeast quarter (NE¹/₄) thereof) and the South half (S¹/₂) of the Southwest quarter (SW¹/₄) of Section nine (9), also the Northwest quarter (NW¹/₄) of the Northwest quarter (NW¹/₄) of Section fifteen (15), also the Northeast quarter (NE¹/₄) of the Northeast quarter (NE¹/₄) and the South half (S¹/₂) of the northwest quarter (NW¹/₄) of the Northwest quarter (NW¹/₄) also the Southeast quarter (SE¹/₄) of the Northwest quarter (NW¹/₄), also the Northwest quarter (NW¹/₄) of the southwest quarter (SW¹/₄) of section sixteen (16), also the Southeast quarter (SE¹/₄) of the southeast quarter (SE¹/₄) of Section seventeen (17), also the west half (W¹/₂) of the Northwest quarter (NW¹/₄) 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 I. Said party of the first part shall be permitted to use, occupy and possess said premises and to collect, use and control the rents, issues 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, assignments 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 bondholders; 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

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 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, 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 or 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 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 then 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 remove 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 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 an 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 there or or mechanic's lien claims in advancing moneys in that behalf as above authorized; but nothing here 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 effect 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 entered 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 here by 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 in the 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 part or their heirs, legal representatives or assigns, for the performance of the covenant or covenants as 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 the bonds created hereby or any of them, both for principal and interest, or to reimburse the holder or holders of said bonds or the trustee her in 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 the current 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 present standard 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, or 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 the right (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, and to operate the property and to sign the name of the party of the first part hereunder on all papers and receipts 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, and after 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 services 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 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, as often as the occasion arises, and shall not be exhausted by one or more uses 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 cent 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, printing bills and 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 proceeds of the sale of the property herein described, or from rents or 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, mechanic's 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 surplus 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 of and 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 lease into 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 the debt 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 the court by virtue hereof, and the 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 instruments 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 heretofore mentioned and described and any additional interest coupons created 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 interest coupons or renewal interest coupons, 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 pursuant to the request or demand 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 held by 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 services, 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 entire hereunder shall be vested in said Trustee until refusal on its part to act, and as such lien shall be entitled to enforce these provisions in any proceeding in law or in equity until after demand has been made upon the Trustee accompanied 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 persons on full payment of the indebtedness aforesaid and the performance of the covenants 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 the real estate above described, provided that lots 12, 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. 1/4 (except the North 20 acres of the N. W. 1/4 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 acre 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 case 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 misconduct. And provided, further, 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 indemnity 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,

Albert V. Keller
Notary Public.

STATE OF ALABAMA
COUNTY OF BLAINE

I, Albert V. Keller a Notary Public in and for said county in the county and state aforesaid, do hereby certify that Helen Stark who is known to me to be the wife of the within named John Stark who being examined separately 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, 1930.

Albert V. Keller
Notary Public.

STATE OF ILLINOIS
COUNTY OF COOK

I, F. J. O'Shea, a Notary Public in and for said county in the State aforesaid, hereby certify, that John Stark whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, 1930 being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of February, A. D. 1930.

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

Two Hundred Sixty Six

That under the aforesaid deed of trust first mortgage bonds as herein described in the sum of One Hundred Dollars each, dated September 1, 1920 due September 1, 1932, 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} that year Compliments being individually herein, and the said Yara de Paula, defendant, are the owners of all of said bonds and coupons; that the said bonds and each of them were authenticated by a certificate therein, signed by the Chicago Title and Trust Company, then acting as Trustee; that the said bonds are owned and held as follows:

Miriam is the owner and holder of bonds 182, 183, 193 and 194; Catherine Reese is the owner and holder of bonds 418 and 426; Wendel Chalger is the owner and holder of bonds 231, 232, 233, 234, 235, 236, 237, 238 and 239, 240, 241, 242, 243, 244, 245, 246 and 142, 143, 147, 252, 253, 254, 255, 256, 257 and 258; Frank Demick is the owner and holder of bonds 231, 240, 241, 242 and 243; Yara de Paula is the owner and holder of bonds 400 and 401; that Lena Fricke is the owner and holder of bonds 131, 132, 133, 134, 135, 136, 137, 138 and 139; George Faltus is the owner and holder of bonds 402; Fred Ruffenget is the owner and holder of bonds 146, 147, 148, 149, 150, 151, 152, 153 and 321, 322, 327, 328, 329 and 330; Johannes 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 Kahl is the owner and holder of bonds 106 and 107; Martha Klein is the owner and holder of bond 129; Maria Klein is

William Severien is the owner and holder of bonds 106, 107, 108, 109, 110, 111, and 112; August Sallie is the owner and holder of bonds 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125 and 126 and 127; Gustav Scharer is the owner and holder of bond 128; Frank Wischninger is the owner and holder of bond 129; that the foregoing constitute 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 its amend, 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 134, 135, 136 and 137, owned by Minnie Smart, 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 138 and 139, owned by Catherine Jones, default has been made and continues in the payment of interest installments due thereon on bond number 138, September 1, 1927, March 1, 1928, September 1, 1927 and March 1, 1928, being interest coupons on each of said bonds number 14 and 15; and default has been made in the payment of interest installments on bond 140 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 141, 142, 143, 144, 145, 146, 147, 148, 149 and 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187 and 188, owned by Wendel Kasper, 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 189, 190, 191, 192 and 193, owned by Frank Pansicki, 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 194 and 195, owned by Vera De Padis, 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, 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

139

bonds number 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15; on bonds 442, owned by George Faltus, 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 527, 528, 529, 530, 531 and 532, owned by Fred Kufnagel, 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 V. 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 133 and 137, owned by Anna Hohl, 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 138, owned by Martha Klein, default has been made and continues

Milena 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 195, 196, 197, 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. *Artha* ~~Johnson~~, 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 204, owned by Willie Beabe, 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, owned by Corrie S. Tuttle, 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 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15; on bond 196, owned by Corrie S. Tuttle, 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 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15; on bonds 196, 197, 198, 199, 200, 201 and 202, owned by William Severins, 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 230, 240, 241, 242, 243, 244, 245, 246, 247, 248 and 249, owned by August Gellie, 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 190, owned by Gustav Buchner, 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 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15; on bonds 480, owned by Frank Hirschinger, 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.

THIRD: Complainants further state unto your Honor that on to-wit, 10th 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 45, page 483, a copy of which said resignation is hereto attached marked exhibit "1" and made a part of this complaint; that on to-wit, the 10th day of November, 1927, under and by virtue of the terms of the aforesaid deed of trust your complainants Frederick Hefner, Johann Hopp, Catherine Hesse, Gustav Buchner, August Ballin, Wm. Devarian, Mrs. Anna Hill, Martha Klein, Carrie S. Kuttie, Wendel Gainger, George Kaiter, Willie Hesse, Minnie Klein, Minnie Brown, Albert V. Keller by instrument duly acknowledged and recorded in the office of the Judge of Probate of Baldwin County, Alabama, being the success and holders of the majority of the outstanding and unassigned bonds issued under the aforesaid deed of trust, appointed, designated and elected your complainant, Albert V. Keller, of Foley, Alabama, as trustee in and under the said deed of trust in lieu of and 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

FOURTH: Complainants further show 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 9, 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 the ad valorem taxes thereof having been given as aforesaid, and the said default having continued for more than sixty days prior to February 9, 1928, your complainants each did declare the same evidenced by the said bonds held by him or her respectively, due and payable and your complainants Frederick Balfanz, Johannes Digne, Catherine Digne, Gustav Digne, August Digne, Sr., Gustav, Mrs. John Digne, Martha Digne, Carrie E. Digne, Donald Digne, George Digne, Willie Digne, Clara C. Digne, Minnie Digne, and Albert E. Keller, did by an instrument in writ up, a copy of which is hereto attached and marked exhibit "C" and made a part of this complaint, request the said Albert E. 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 carrying out, improving and preserving the orchards 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 E. Keller to institute a suit for foreclosure of the said deed of trust on to the said bonds; that under and by virtue of the aforesaid mortgage and of request of the said bondholders the said Albert E. 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 to do so 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 sum due