

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

FIFTH: Complainants further show unto your Honor that on to-wit, the first day of October, 1925 the said John Stalk and Emma Stalk did execute and deliver to Lora Schmidt a second mortgage on that part of said land described as the Northwest quarter and the South half of Southwest quarter of Section nine Township eight South of Range four East, which said mortgage was duly recorded in the aforesaid Probate Office in Mortgage Book 31, pages 310-1 and a copy of which said mortgage is hereto attached marked exhibit "F" and made a part of this complaint. Complainants further show unto your Honor that they are not informed as to the amount owing to the said defendant Lora Schmidt under the aforesaid mortgage, but they show unto your Honor that your complainants and each of them and the defendant the said Lora Schmidt, have a lien under and by virtue of the aforesaid deed of trust on the aforesaid prior to any interest or claim of the said Lora Schmidt for any debt that may be due him from the said John Stalk and Emma Stalk under the aforesaid mortgage marked exhibit "F"; the complainants further show unto your Honor that on to-wit, July 1, 1926, the said John Stalk and Emma Stalk did execute and deliver to the defendant Fred Han as trustee, a mortgage covering the Northwest quarter and South half of Southwest quarter of Section nine and the Northwest quarter of Section fifteen, Township eight South of Range four East, which said mortgage is recorded in the said Probate Office in Mortgage Book 40, page 136-0, a copy of which said mortgage is hereto attached marked exhibit "G" and made a part of this complaint; that your complainants are not informed as to the amount owing from the said John Stalk and Emma Stalk to the said Fred Han as trustee, under the aforesaid instrument, but that under and by virtue of the aforesaid deed of trust heretofore set out, they have a lien on the said property prior to any claim or interest which the said Fred Han as trustee, may have in the aforesaid property under and by virtue of the said mortgage marked exhibit "G"; Complainants further show unto your Honor that on to-wit, the 12th day of August, 1927, an involuntary petition of bankruptcy against the said John Stalk was filed in the United States District Court, Northern District of Illinois, Eastern Division, and on August 26, 1927 in the said proceedings number 24872 the said

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

SIXTH; Complainants further show unto your Honor that the said Vera de Paula is the owner of two of the bonds issued under the aforesaid deed of trust, namely bonds numbered 455 and 456; that your complainants are not informed as to whether or not default has been made thereon.

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

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

Beebe & Hall
Attorneys for Complainants

That the defendants, John Stalk, Russ Stalk, Charles O'Brien, Margaret O'Brien, Vera De Paula, Iara Schmidt and Frederick Wax are each required to answer the allegations of the foregoing bill of complaint, paragraphs one to six, inclusive, but not under oath, with in hereby expressly waived.

Beebe & Hall
Attorneys for Complainants

STATE OF ALABAMA

DADE COUNTY

Before me the undersigned Notary Public in and for said State and County, this day personally appeared V. C. Beebe, who is known to me and who being by me first duly sworn, depose and say that John Stalk and Russ Stalk are each over the age of twenty-one years and are non residents of the State of Alabama, residing at and their Post Office address being 75 E. Prospect Ave. Clarendon Hills, De Pate County, Illinois; that Charles O'Brien and Margaret O'Brien are each over the age of twenty-one years and are non residents of the State of Alabama; residing at and their Post Office address being 1808 Warren Ave. Chicago, Illinois; that Vera De Paula is over the age of twenty-one years and a non resident of the State of Alabama, residing at and her Post Office address being Atlantic City, New Jersey; that Iara Schmidt is over the age of twenty-one years and a non resident of the State of Alabama, residing at and her Post Office address being 2336 West 121st St. Chicago, Illinois; that Frederick Wax is over the age of twenty-one years and a non resident of the State of Alabama, residing at and his Post Office address being 1200 S. Knoxville Ave. Oak Park, Illinois.

W. B. ...

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

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

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

The Northeast quarter (N. E. $\frac{1}{4}$) of the Southeast quarter (S. E. $\frac{1}{4}$) of section eight (8) in Township eight (8) South, Range five (5);

The Southeast quarter (S. E. $\frac{1}{4}$) of the Northeast 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 Southeast quarter (S. E. $\frac{1}{4}$) of the Southwest quarter (S. W. $\frac{1}{4}$) of Section Twenty-three (23) in Township Seven (7) South, Range three (3);

The Southwest quarter (S. W. $\frac{1}{4}$) of the Southeast quarter (S. E. $\frac{1}{4}$) of Section Five (5);

The North Half (N. $\frac{1}{2}$) of the Northeast quarter (N. E. $\frac{1}{4}$); also the Northeast quarter (N. E. $\frac{1}{4}$) and the Southwest quarter (S. W. $\frac{1}{4}$) in the Southwest quarter (S. W. $\frac{1}{4}$); also the Southeast quarter (S. E. $\frac{1}{4}$) of the Southeast quarter (S. E. $\frac{1}{4}$) of Section eight (8);

The Northwest quarter (N. W. $\frac{1}{4}$) (except the North Twenty (N. 20) acres of the Northeast quarter (N. E. $\frac{1}{4}$) thereof) and the South half (S. $\frac{1}{2}$) of the Southwest quarter (S. W. $\frac{1}{4}$) of Section nine (9);

The Northwest quarter (N. E. $\frac{1}{4}$) of the Northwest quarter (N. W. $\frac{1}{4}$) of Section fifteen (15);

The Northeast quarter (N. E. $\frac{1}{4}$) of the Northeast quarter (N. E. $\frac{1}{4}$); and the South Half (S. $\frac{1}{2}$) of the Northwest quarter (N. W. $\frac{1}{4}$) of the Northwest quarter (N. W. $\frac{1}{4}$); the Southeast quarter (S. E. $\frac{1}{4}$) of the Northwest quarter (N. W. $\frac{1}{4}$) and the Northwest quarter (N. W. $\frac{1}{4}$) of the Southwest quarter (S. W. $\frac{1}{4}$) of Section sixteen (16);

The Southeast quarter (S. E. $\frac{1}{4}$) of the Southeast quarter (S. E. $\frac{1}{4}$) of Section seventeen (17);

The South half (S. $\frac{1}{2}$) of the Northwest 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 rate benefit and security of the holders of certain bonds in said Trust Deed or Deed of Trust described, said bond issue embracing 500 bonds of \$100. each, all dated September 1, 1920, signed and executed by said John Steik, bearing seven per cent interest, and all due September 1, 1930, which said Trust Deed or Deed of Trust was filed for record on September 9, 1920, in the Office of the Judge of Probate of Baldwin County, Alabama, and recorded in said Office in Mortgage Record 24, at pages 640 to 645 inclusive; and

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

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

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

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

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

Signed, sealed and delivered
in the presence of

C. J. Olsen
H. W. Cooley.

CHICAGO TITLE AND TRUST COMPANY

By: H. J. Kantzky, Vice President.

Attest: H. J. Tansley, Secretary.

THE STATE OF ILLINOIS)
COOK COUNTY)

I, Belle M. Stark, a Notary Public, in and for said County in said State, hereby certify, that H. J. Kantzky whose name as Vice President of the Chicago Title and Trust Company, a corporation, and H. J. Tansley whose name as Secretary of said corporation, is signed to the foregoing instrument, and who are each known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they each 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) SS
COUNTY OF COOK)

I, Belle M. Stark, a Notary Public in and for said County in the State aforesaid, hereby certify, that G. 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. Kantaky as Vice President, and H. J. Tansley as Secretary of the Chicago Title and Trust Company, a corporation, voluntarily executed the same in his presence, and in the presence of the other subscribing witness on the day the same bears date, that he attested the same in the presence of said persons on executing said instrument and of the other subscribing witness, and that such other subscribing witness subscribed his name in his presence.

Given under my hand and Notarial seal this 22nd day of November,

A. D. 1927.

Belle M. Stark
Notary Public.

THIS INSTRUMENT, 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 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 Northeast 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 Steink, 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 the, which said instrument shall be recorded in the Office of the Judge of the Probate Court in and for Baldwin County, Alabama" - - - "and such Trustee or Trustees so appointed by such majority in interest of said bondholders or by such Court, shall, on its, his or their acceptance of its, his or their appointment, thereby and 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 of Trust was given to secure, as set forth in said Trust Deed or Deed of Trust; and divers sets and numbers of said bonds have been produced and cancelled by said Trustee and releases of portions of the land covered by said Trust Deed or Deed of Trust have been executed because of such cancellations; and the total number of said bonds so cancelled and rendered void is 235 bonds; and the 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 Steik, as above mentioned, each owning and holding the number of said bonds herein after designated and placed opposite their respective names, to-wit:

NAME OF BONDHOLDER	BONDS OWNED
FREDERICK HUFNAGEL	14 bonds
JOHANNA HOPPE	20 bonds
CATHERINA BASSO	2 bonds
GUSTAV HUBNER	1 bond
AUGUST SELLIN	13 bonds
WILLIAM SEWERSON	7 bonds
ANNA KOHL	2 bonds
MARTHA KLEIN	1 bond
CARRIE S. TUTTLE	5 bonds
WONDEL CZISGER	26 bonds
GEORGE FALTUM	1 bond
TILLIE RAABE	1 bond
MINNA C. KLEIN	1 bond
MINNIE AUMAN	4 bonds
ALBERT W. KELLER	130 bonds

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

William E. Tuttle.

Frederick Hufnagel (SEAL)
 Johanna Hoppe (SEAL)
 Catharina Basso (SEAL)
 Gustav Hubner (SEAL)
 August Sellin (SEAL)
 Wm. Sewerson (SEAL)
 Mrs. Anna Kohl (SEAL)
 Martha Klein (SEAL)
 Carrie S. Tuttle (SEAL)
 Wendel Czinger (SEAL)
 George Faltum (SEAL)
 Tillie Raabe (SEAL)
 Minna C. Klein (SEAL)

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

STATE OF ILLINOIS)
COOK COUNTY)

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

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

George E. Haley,
Notary Public.

STATE OF ILLINOIS)
COOK COUNTY)

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

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

C. E. Conson
Notary Public.

STATE OF ALABAMA)
BALDWIN COUNTY)

I, 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 20th day of November, A. D. 1927.

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

STATE OF ILLINOIS)
COUNTY OF COOK)

I, George E. Haley, a Notary Public in and for the County and State

so executing said instrument.

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

George H. Halcy
Notary Public.

THIS INDENTURE, made and entered into this eighth day of February,

A. D. 1920, 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 \$5.50 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 Successors in Trust, on application 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 of 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 Stolk, 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 HUBNER	1 bond
AUGUST SELIN	11 bonds
FREDERICK HUPHAGEL	14 bonds
JOHANNA HOPPE	20 bonds
WERNER GEINER	26 bonds
MIRNA C. KLIN	1 bond
HILDE RADE	1 bond
MARINA F. KLIN	1 bond
CARRIE S. TUTTLE	3 bonds
ALBERT W. KELLER	150 bonds
FRANK V. DUMALSKI	5 bonds

have elected to declare and do hereby declare all of said bonds so issued and executed by said John Stolk, that are outstanding and in force, to be now due and payable;

Hereby make application that said Albert W. Keller, Successor in Trust under said Trust Deed, enter upon that portion of the lands and premises described in said Trust Deed that has not been heretofore released from said Trust Deed, to manage, operate and control said lands and premises and the improvements thereon; and such Successor in Trust, Albert W. Keller, is hereby given full authority as agent of said bond holders and as such Trustee to pay taxes levied on said lands and premises, place insurance upon the improvements thereon, employ labor and help in caring for, improving and preserving the orchard or orchards and other improvements located on said lands and premises, to incur and pay necessary expense for fertilizing and cultivating said orchard or orchards and for raising fruit, and picking and

marketing the same raised on said orchard and orchards, and otherwise to do and perform all that is permitted and provided for in said Trust Deed in the way of management and control of said lands and premises and the improvements thereon described in said Trust Deed which have not heretofore been released from said Trust Deed;

And hereby make request in writing that said Albert W. Keller as such Successor in Trust institute a suit for foreclosure or bring foreclosure proceedings to foreclose said Trust Deed upon the lands and premises described in said Trust Deed that have not heretofore been released from said Trust Deed.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Memie C. Merrick
William H. Tuttle

Gustav Huobner	(SEAL)
August Sellin	(SEAL)
Frederick Rufnagel	(SEAL)
Johanna Hoppe	(SEAL)
Wendel Czioger	(SEAL)
Mina C. Klein	(SEAL)
Tillie Raabe	(SEAL)
Martha F. Klein	(SEAL)
Carrie S. Tuttle	(SEAL)
Frank V. Dumliski	(SEAL)
Albert W. Keller	(SEAL)

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Memie C. Merrick, a Notary Public, in and for said County and State, hereby certify, that Gustav Huobner, August Sellin, Frederick Rufnagel, Johanna Hoppe, Wendel Czioger, Mina C. Klein, Tillie Raabe, Martha F. Klein and Carrie S. Tuttle and Frank V. Dumliski, 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, 1932.

Memie C. Merrick
Notary Public,
My commission expires January 23, 1932.

STATE OF ALABAMA)
BALDWIN COUNTY)

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 29th day of February, 1932.

E. Frank Sanders
Notary Public,
My commission expires Sept. 30, 1930.

THE STATE OF ALABAMA }
BALDWIN COUNTY }

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

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

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

Given their hands and seals this 1st, day of October in the

THE STATE OF ALABAMA)
BALDWIN COUNTY

I, Claude Petcet, a Notary Public in and for said County and State hereby certify that John Stelk and Emma Stelk, husband and wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me, on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

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

(SEAL)

Claude Petcet.
Notary Public, Baldwin County, Alabama.
My commission expires Nov. 12th, 1923.

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

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

(SEAL)

Claude Petcet
Notary Public, Baldwin County, Alabama.
My commission expires Nov. 12th, 1923.

I hereby certify that the mortgage or privilege tax on within instrument was paid by the lender or creditor, (see General Acts of the legislature of 1919, on page 420).

L. Schmidt.

State of Alabama
Baldwin County

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

G. L. Lambert, Judge of Probate.

Filed for record November 20, 1924, at 11:00 A. M.
Recorded December 1, 1924,
Mortgage Book 51, page 310-1.

G. L. Lambert, Judge of Probate.

The undersigned, John Stalk and Emma Stalk, husband and wife, of the city of Chicago, in the County of Cook and State of Illinois, for and in consideration of the sum of money hereinafter mentioned, in hand paid, the receipt whereof is hereby acknowledged, convey and warranty to Fred Mau, of the city of Chicago, in the County of Cook and State of Illinois, as trustee, the following described real estate, situated in the County of Baldwin and State of Alabama, namely:

The North half of the Northeast quarter of the southeast quarter, and the southeast quarter of the southwest quarter, and the west half of the southwest quarter of the southeast quarter, and the southwest quarter of the southwest quarter, all in section 8 and the northwest quarter of the northwest quarter, and the northwest quarter of the northwest quarter, and the northeast quarter of the northeast quarter, and the east half of the southeast quarter of the northwest quarter, and the northeast quarter of the southwest quarter and the southwest quarter of the southwest quarter and the southwest quarter of the southwest quarter, and the southwest quarter of the southwest quarter, all in section eight, and the northwest quarter and the south half of the southwest quarter, all in section 9, and the northwest quarter of the northwest quarter of section 15, and the southeast quarter of the northwest quarter in section 16, and the north half of the northeast quarter of the southeast, and the east half of the southwest quarter of the southeast quarter, all in section 17, and the west half of the southeast quarter of the northeast quarter in section 20, all in Township 8 south of range 4 east of St. Stevens' Principal Meridian; also parcels A and B shown on plat attached to a deed from John Stalk and wife to Nis Krump, dated May 22nd, 1925 and recorded July 9, 1925 in Book 2683 of records, on page 208; and the southeast quarter of the northwest quarter of section 4, and the northeast quarter of the southwest quarter of section 9, and the southeast quarter of the northeast quarter of section 17, and the northeast quarter of the southeast quarter of section 19, all in township 7 south of range 5 east of St. Stevens' Principal Meridian; and the southwest quarter of the northwest quarter of section 10, and the southwest quarter of the northwest quarter, and the southwest quarter of the northwest quarter of section 29, all in township 7 south of range 5 east of St. Stevens' principal Meridian; and the Northeast quarter of the northeast quarter, and the southeast quarter of the northeast quarter of section 5, and the southeast quarter of the southeast quarter of section 10, all in township 8 south of range 5 east of St. Stevens' Principal Meridian, also the northeast quarter of the southwest quarter of section 4 township 8 south of range 6 east of St. Stevens' Principal Meridian.

together with all the present and future improvements and appurtenances thereto in anywise belonging, as well as all the income from said real estate, in trust, nevertheless for the purpose of securing performance of the agreements herein contained.

WHEREAS, the undersigned are indebted upon their one principal promissory note, bearing even date herewith, for the sum of seventy-five thousand dollars, payable to the order of themselves and by them endorsed and delivered, due on or before five years after its date and bearing interest at the rate of six per cent per annum payable semi-annually; both principal and interest are payable at the UNION BANK OF CHICAGO, Chicago, Illinois, and the same shall bear interest at the rate of seven per cent per annum after maturity until paid.

NOW, THEREFORE, the undersigned agree as follows: (1) to pay the indebtedness above mentioned and the interest thereon, as in said evidence of indebtedness provided, and according to any extension thereof; (2) to pay in due time in each year all taxes and assessments levied against the real estate above described, and on demand, to exhibit the evidence of payment thereof to the trustee herein named; (3) to keep all improvements upon said real estate all times fully insured against loss by fire or other incurable destructive force in such company or companies as may be approved of by the trustee, and deliver to the said trustee the insurance policy or policies, with a clause contained therein, giving the trustee the first claim to the moneypaid thereon in case of a loss, to be applied, on the indebtedness secured hereby; (4) to notify the trustee herein named in writing as soon as any of the improvements upon said real estate are damaged or destroyed, by fire or otherwise, and also in the event that said real estate shall become vacant and unoccupied; (5) to aid and assist in making proper claim for any loss sustained by

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

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

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

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

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

John Steik (SEAL)
Emma Steik (SEAL)

STATE OF ILLINOIS ss
COUNTY OF COOK

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

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

(SEAL)

J. M. Kuntz
Notary Public,

STATE OF ILLINOIS ss
COUNTY OF COOK

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

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

(SEAL)

J. M. Kuntz,
Notary Public.

State of Alabama
Baldwin County)

I, G. W. Humphries, Judge of Probate, for said county, hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 and 1903, viz, \$112 etc 50.

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

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

Fred Man, Trustee.

Filed for record April 27, 1927, at 8:00 A. M.
Recorded April 27, 1927.
Mortgage Book 40, pages 134-4.

G. W. Humphries, Judge of Probate.

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, 73 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 Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Minnie Jansen 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

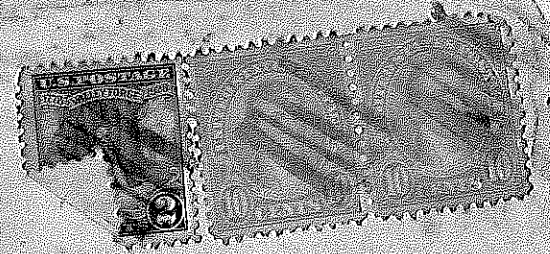
June, 1928.

Register

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

After five days return to
T. W. RICHESON
REGISTER AND CLERK OF THE CIRCUIT COURT
BALDWIN COUNTY
BAY MINETTE, ALA.

Blue Hq



*Returned to
sender*

REGISTERED
NO. *1037*

Deliver to addressee only

Return Receipt Requested,
Fee Paid.

(Deliver to addressee only)
(Return receipt requested.)

~~John Stelk
75 N. Prospect Ave.
Clarendon Hills
Du Page County Ill.~~

Unclaimed

AFTER FIVE DAYS RETURN TO
T. W. RICHESON
REGISTER AND CLERK OF THE CIRCUIT COURT
BALDWIN COUNTY
BAY MINETTE, ALA.



REGISTERED
NO. *90*

Deliver to addressee only.

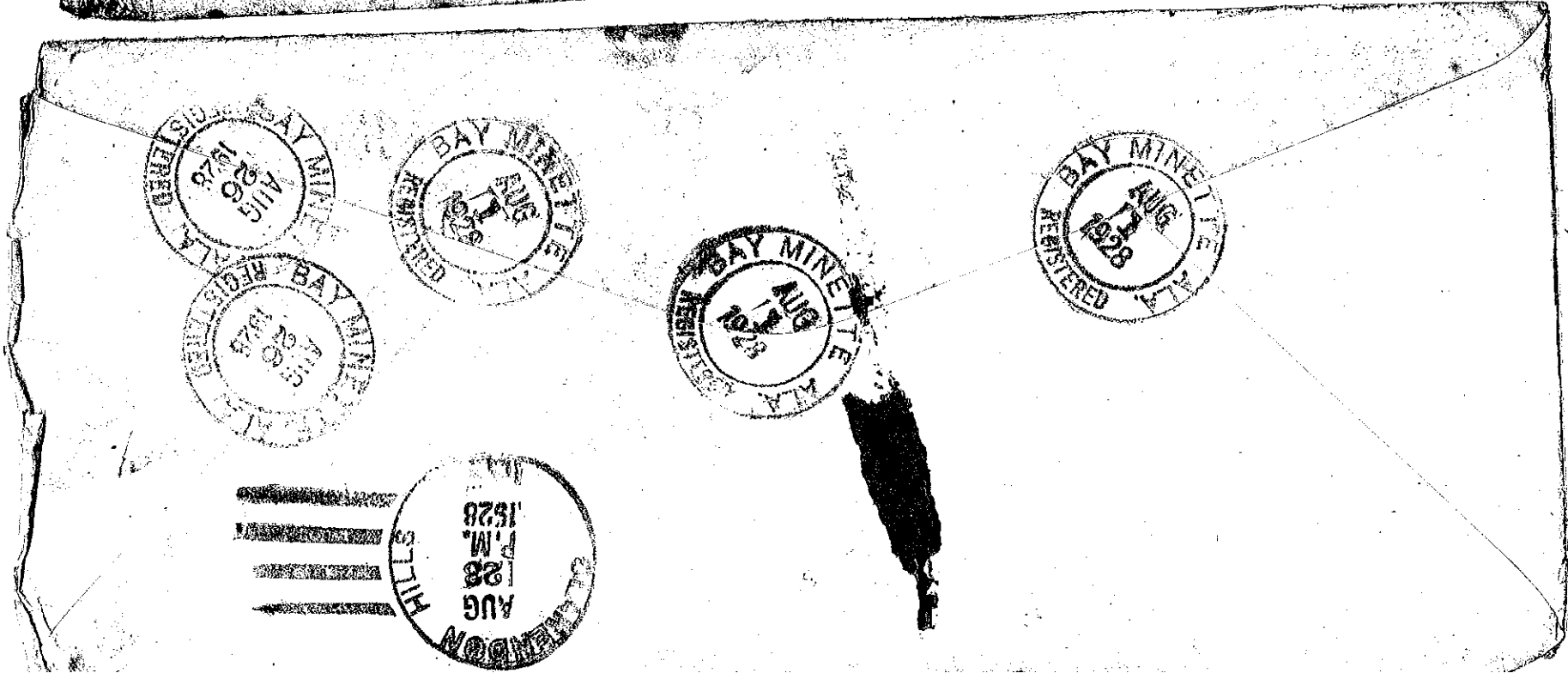
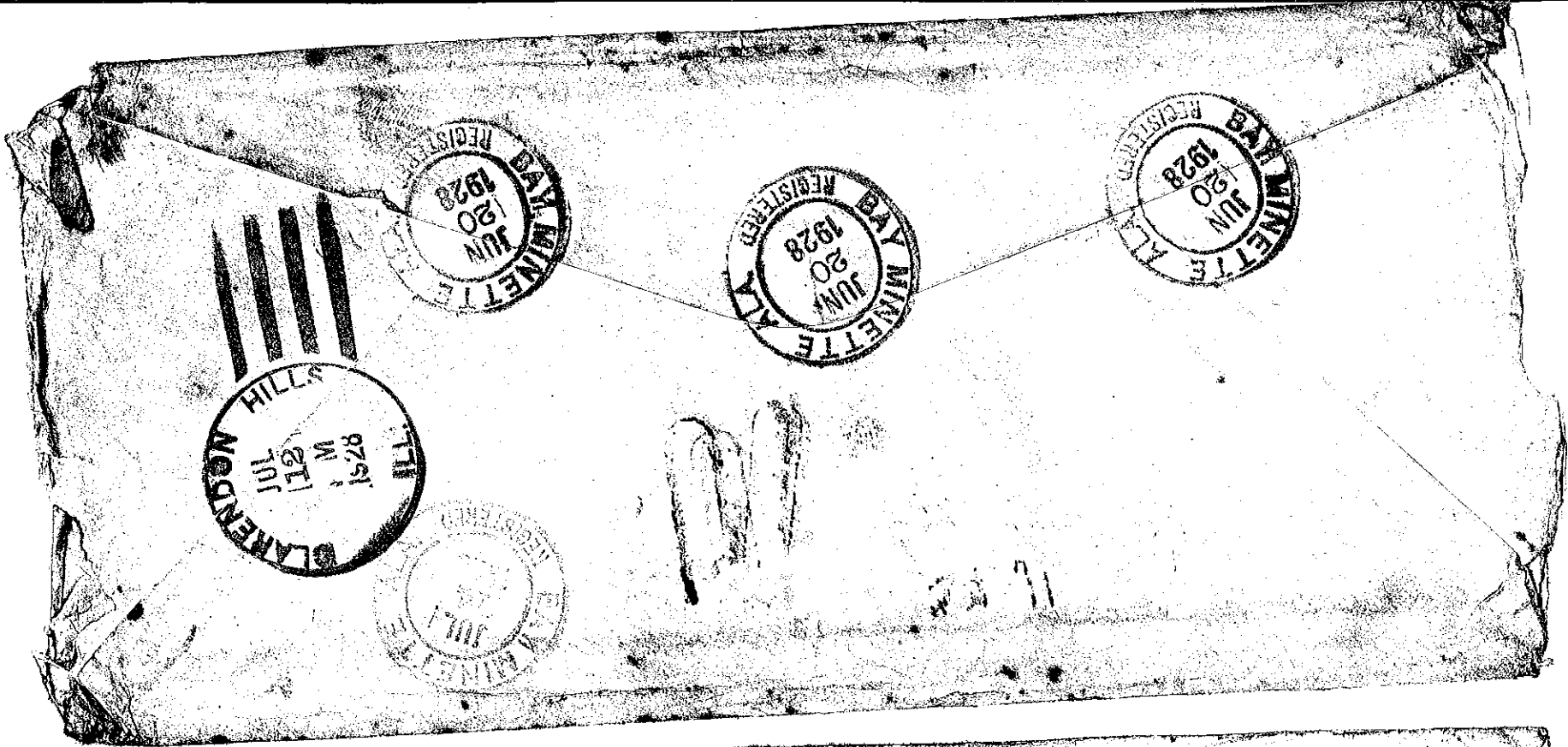


(Deliver to addressee only)
(Return receipt requested)

~~John Stelk
75 N. Prospect Avenue
Clarendon Hills
Du Page Co, Illinois~~

Return Receipt Requested,
Fee Paid.

RETURN TO WRITER
REASON FOR NON-DELIVERY CHECKED
Incorrect address
Moved, but no address
No such street office in office area



First Class

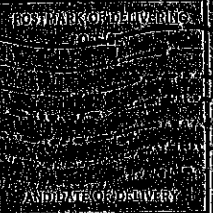
OFFICIAL BUSINESS

REGISTERED ARTICLE

No. 1132

INSURED PARCEL

No.



Return to

J. W. Richardson

(NAME OF BENEFIT)

Street and Number,
or Post Office Box

Post Office at

St. Paul

State

May 3, 21

95-386

First Class

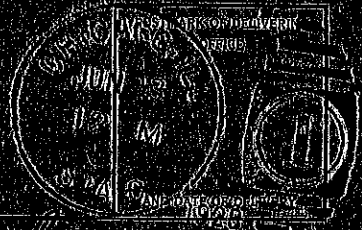
OFFICIAL BUSINESS

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Post Office at

St. Paul

State

May 3, 21

95-386

First Class

OFFICIAL BUSINESS

REGISTERED ARTICLE

No. 1132

INSURED PARCEL



1922
Date of delivery
Signature of consignee
Signature of consignor
Received from the Registrar the Registered or Licensed Article, the original number of which appears on the face of this Card.

RETURN RECEIPT

1922
Date of delivery
Signature of consignee
Signature of consignor
Received from the Registrar the Registered or Licensed Article, the original number of which appears on the face of this Card.

RETURN RECEIPT

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Date of delivery
Signature of consignee
Signature of consignor
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RETURN RECEIPT

1922
Date of delivery
Signature of consignee
Signature of consignor
Received from the Registrar the Registered or Licensed Article, the original number of which appears on the face of this Card.

RETURN RECEIPT

The State of Alabama,
Baldwin County.

Circuit Court of Baldwin County, In Equity.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon John Stelk,

73, N. Prospect Avenue, Claredon

Hills, Du. Page Co., Illinois.

of _____ County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a ^{Cross} Bill of Complaint lately exhibited by

Lars Schmidt,

against said John Stelk et al

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 30th day of

July, 1928

T. W. Richerson Register

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

Albert W. Keller, as trustee, Minnie Amman, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martin Klein, Mrs. Martha Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, August Sellin, Gustav Huebner, Frank Ehlschlager and Albert W. Kellet, individually,

Complainants,

-vs-

John Stelk, Emma Stelk, Charles O'Brien, Margaret O'Brien, Lars Schmidt, Ver DePoala and Frederick Mau,

Defendants.

IN THE CHANCERY COURT FOR BALDWIN COUNTY, ALABAMA.

ANSWER OF LARS SCHMIDT.

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

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

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

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

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

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

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

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

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

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

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

THE STATE OF ALABAMA,)
Baldwin County.)

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

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

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

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

John Stelk (SEAL)
Emma Stelk (SEAL)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

THE STATE OF ALABAMA,)
Baldwin County.)

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

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

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

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

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

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

Thereby certify that the mortgage or privilege tax

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

L. Schmidt.

State of Alabama,
Baldwin County.

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

G. L. Lambert, Judge of Probate.

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

G. L. Lambert, Judge of Probate.

2: That default has been made and continues in the payment of the indebtedness mentioned in said mortgage deed, no part of the principal sum nor any interest thereon having ever been paid, and there is now due and owing to this defendant, as of date of August 1, 1928, the sum of \$29,533.33, which is a lien upon the real estate hereinbefore described, subject only to the rights of the complainants herein, if any.

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

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

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

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

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

premises as in equity he shall be entitled to.

Lloyd A. Magney,

Solicitor for defendant Lars Schmidt.

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

Lloyd A. Magney,

Solicitor for defendant Lars Schmidt.

STATE OF ALABAMA,)
County of Baldwin. }

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

Lloyd A. Magney,

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

J. J. Farrell
Notary Public.

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Filed July 30th 1928
T. W. ...
Register

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NOTICE TO NON-RESIDENTS

Minnie Ammen, Catherine Basso,
Wendel Czieger, Frank Dumalski,
Lena Fricke, George Faltum, Fred
Hufnagel, Johanna Hoppe, Anna
Kohl, Martha Klein, Minna Klein,
Mrs. Martha Lehrman, Tillie Raabe,
Carrie S. Tuttle, William Sewerien,
August Sellin, Gustav Huebner, Frank
Ehlschlager, and Albert W. Keller,

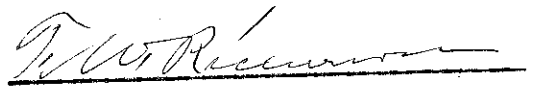
vs

John Stelk, Emma Stelk, Charles
O'Brien, Margaret O'Brien, Vera
De Paola and Frederick Mau, Lars
Schmidt.

THE STATE OF ALABAMA,
BALDWIN COUNTY,
CIRCUIT COURT, IN EQUITY,
This the 30th day of
May, 1928.

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

BEEBE & HALL,
Solicitors for Complainants.


Register.

Filed June 11th 1928,
D. W. Beckman
Register.

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

NOTICE OF COMMISSIONER'S SALE

Under and by virtue of a decree issued out of the Circuit Court of Baldwin County, Alabama, in equity, on August 23rd, 1929, in a suit therein pending in which Albert W. Keller, as Trustee, et al. are the Complainants and John Steak, et al., are the Defendants, and in conformity with the said decree, I, the undersigned Commissioner, will sell at public outcry for cash to the highest bidder at twelve o'clock noon, in front of the Courthouse door of Baldwin County, Alabama, on the 4th day of November, 1929, the following described property, situated in the County of Baldwin, State of Alabama, to wit:

The Northwest quarter of Section Nine, except the North half of the Northeast quarter of the Northwest quarter; Northwest quarter of

may be the subject of a later sale
to four committees
Several other important memo
of
Very nice picnic site under big trees
in our purchase. This land included
the included about 800 feet of water
this Boat Yard Lake and accordingly
use own a portion of the water from
We have felt it desirable, therefore
to hold them at the site of the

BAY MINETTE, ALA.

ALFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY

R. B. Vail

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

Albert W. Keller vs. John Steak

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

issues:	_____	_____	_____	_____
Date of first publication	<u>October 3</u>	<u>1929</u>	Vol. <u>40</u>	No. <u>35</u>
Date of second publication	<u>" 10</u>	<u>1929</u>	Vol. <u>40</u>	No. <u>36</u>
Date of third publication	<u>" 17</u>	<u>1929</u>	Vol. <u>40</u>	No. <u>37</u>
Date of fourth publication	<u>" 24</u>	<u>1929</u>	Vol. <u>40</u>	No. <u>38</u>

Subscribed and sworn to before the undersigned this 20 day of

January 3 1920

J. W. McKeever

Clerk Circuit Court

R. B. Vail

Publisher.

BAY MINETTE, ALA. 12/1/29

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

Postage

A.W. Keller, 75. Gro. Stock

Run 12/3-10-17-24

12.29

No. 758

Green vs. Slick
Equity

==

Minnie Ammen et al Complainant,

Lars Schmidt, Cross Complainant,

vs.

~~Charles O'Brien et al~~
Chas O'Brien et al

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

I, T.W. Richerson, Register of said Court, do hereby certify that I

did, on the 1st day of August 1928, send to

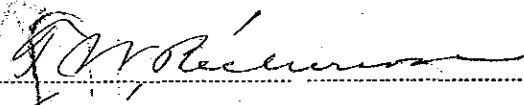
Chas. O' Brien Defendant

whose address was 1503 Warren Ave, Chicago, Illinois,

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 11th day of August 1928

Witness my hand, this 11th day of August 1928



Register.

15

RECORDED

No.....

CIRCUIT COURT OF
BALDWIN COUNTY.
IN EQUITY.

Winnie Ammen et al

Lars Schmidt Cross complainant,

vs.

Chas O' Brie et al,

CERTIFICATE OF REGISTER AS TO NOTICE
BY REGISTERED MAIL.

Filed in office on this 11th

day of August 1928

[Handwritten Signature]

Register.

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That whereas that certain mortgage executed by John Stelk to The Chicago Title and Trust Company, a corporation, as Trustee, dated 1 day of Sept, 1920, recorded in the office of the Judge of Probate of Baldwin County, Alabama in Mortgage Book 24, page 6405^{under} which said mortgage Albert W. Keller is now Trustee, and which said mortgage is being foreclosed by proceedings in the Circuit Court of Baldwin County, Alabama, and decree of court has been rendered ordering the sale of said property, at which sale Albert W. Keller became the purchaser of said property.

AND WHEREAS, since the said sale Albert W. Keller has satisfied the bondholders hereinafter named for the amount claimed by them, as set forth in the decree in said cause, namely: Minnie Ammen, Catherine Basso, Wendel Czieger, Frank Dumalski, Lena Fricke, George Faltum, Fred Hufnagel, Johanna Hoppe, Anna Kohl, Martha Klein, Minna Klein, Mrs. Martha Lehrman, Tillie Raabe, Carrie S. Tuttle, William Sewerien, August Sellin, Gustav Huebner, Frank Ehlschlager, and Albert Keller.

NOW THEREFORE, in consideration of the premises, the undersigned, ~~as~~ Attorney for the aforesaid bondholders, does hereby acknowledge that the said Albert W. Keller, individually, has satisfied the said bondholders on their claim on the said bond, and he is hereby authorized to deliver said bonds in court in lieu and in payment of the cash equivalent of the said bonds on his said bid.

WITNESS my hand this the 16 day of December 1929.

William N. Tuttle
Attorney of record for the said above
named bondholders.

16
Killer
vs
Stark

RECORDED

Filed Dec 27, 1929
J. W. Dickinson
Register

State of Alabama }
Baldwin County }

Know all men by these presents,
That whereas that certain mortgage
executed by John Stelk to the Chicago
Title and Trust Company, a corporation,
as Trustee, dated the first day of Sep-
tember, 1920, recorded in Mortgage
Book 24 Pages 640 to 645 under which
said mortgage Albert W. Keller is now
Trustee, and which said mortgage
is being foreclosed in the Circuit Court
of Baldwin County, Alabama, and decree
of court has been rendered ordering the
sale of said property, at which sale
Albert W Keller became the purchaser of
said property

And whereas since the said sale
Albert W. Keller has satisfied Vera
De Paola bond holder who was made
party defendant in said suit.

Now Therefore in consideration
of the premises the undersigned as Attorney
for said Vera de Paola does hereby acknowl-
edge that said Albert W Keller, individually,
has satisfied said Vera De Paola as to her
claim under the bonds held by her, and
said Albert W Keller is hereby authorized
to deliver said bonds held by said Vera
De Paola into court in lieu and in payment
of the cash equivalent of said bonds on his said bid

Witness my hand this 16th day of December, 1929

A. H. Smith,

Attorney of record for Vera de Paola

17

Keller

¹⁸
Stark

RECORDED

Filed Dec 27, 1929

Tom McInerney

Register

Albert W.Keller et al

Lars Schmidt Cross Complainant

vs.

Emma Stelk et al.

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

I, T.W.Richerson, Register of said Court, do hereby certify that I

did, on the 1st day of August 1928, send to

Emma Stelk, 7 Defendant

whose address was 73 N. Prospect Ave, Claredon Hills, Du Page Co Illinpis,

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 10th day of August 1928.

Witness my hand, this 10th day of August 1928

T.W. Richerson
Register.

RECORDED

14

No. 758.

CIRCUIT COURT OF
BALDWIN COUNTY.
IN EQUITY.

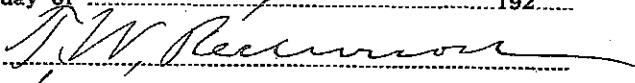
Minnie Annen et al

vs:

Emma Steik et al

CERTIFICATE OF REGISTER AS TO NOTICE
BY REGISTERED MAIL.

Filed in office on this 10th
day of August 1928.



Register.

ALBERT W. KELLER, As Trustee,
et al.

Complainants,

vs

JOHN STELE, et al,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

No. 755.

To JOHN STELE, CHARLES O'BRIEN, FREDERICK MAN,
and LARS SCHMIDT:

You are hereby notified that the Complainants
in the above styled cause have this day filed their motion
that the said cause be submitted to the Judge of the said
Court for decree on the Registrar's report on his reference
held on June 10, 1929, a copy of which said motion and of
which said report is hereto attached.

This the 26th., day of June, 1929.

Beebe Hall
SOLICITOR FOR COMPLAINANTS

T. W. Richardson
REGISTRAR

ALBERT W. KELLER, As Trustee,
et al,

Complainants,

vs

JOHN SYLVE, et al,
Defendants.

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

No. 733.

Comes the Complainants in the above styled cause by their Solicitors of record and moves the Court that the report of the Register on reference filed in this cause on June 10, 1929, be submitted on July 8th., 1929, to the Judge of this Court for decree.

This the 26th., day of June, 1929.

Beebe Hall
SOLICITORS FOR COMPLAINANTS.

ALBERT W. KELLER, As Trustee,
et al,

Complainants.

vs

JOHN SWALK, et al,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

No. 758.

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

I, E. W. Richerson, Register of the Circuit Court of Baldwin County, Alabama, in equity sitting, under authority of, and in conformity with that certain decree heretofore rendered in the said cause May 23, 1929, after having given due notice to the Defendants in said cause of the time and place, did on June 10, 1929, at my office in Bay Minette, Baldwin County, Alabama, proceed to hold a reference to ascertain the amount of indebtedness due under the deed of trust foreclosed in said proceeding and to ascertain the lawful expenses of said trustee under the aforesaid deed of trust and his compensation thereunder, and to ascertain a reasonable Solicitors fee to be allowed Complainants Solicitors in said cause, and at the said reference the Complainants appeared by their Solicitors, Beebe & Hall, and did produce and offer in evidence the testimony of Charles C. Hand, as to the reasonable compensation to be allowed for the Trustee for his services in the management of said orchard, and did offer and produce the testimony of Norborne Stone, a practicing attorney of Bay Minette Bar, as to a reasonable Solicitors fee to be allowed complainants Solicitors, and did offer the testimony of Albert W. Keller with reference to all of the matters of the said reference, together with the exhibits thereto attached, and the bonds held by the several Complainants and by the Defendant, Vera DePaola, and the said matters being considered by me, as Register, I did ascertain that there is owing and due on the several bonds outstanding under

the said deed of trust the total sum of \$33518.87, of which said sum the amount of \$463.69 is due and owing to Minnie Ammen, of which said sum the amount of \$245.94 is due and owing to Catherine Basso, of which said sum the amount of \$5014.03 is due and owing to Wendel Czieger, of which said sum the amount of \$385.52 is due and owing to Frank Dumalski, of which said sum the amount of \$1360.39 is due and owing to Lena Fricke, of which said sum the amount of \$144.11 is due and owing to George Faltum, of which said sum the amount of \$1622.94 is due and owing to Fred Hufnagel, of which said sum the amount of \$2670.79 is due and owing to Johanna Hoppe, of which said sum the amount of \$238.90 is due and owing to Anna Kohl, of which said sum the amount of \$140.59 is due and owing to Martha Klein, of which said sum the amount of \$140.59 is due and owing to Minna Klein, of which sum the amount of \$3426.54 is due and owing to Martha Lehrman, of which said sum the amount of \$137.07 is due and owing to Tillie Raabe, of which said sum the amount of \$467.55 is due and owing to Carrie S. Tuttle, of which said sum the amount of \$811.46 is due and owing to William Sewerien, of which said sum the amount of \$1690.22 is due and owing to August Sellin, of which said sum the amount of \$144.11 is due and owing to Gustav Huebner, of which said sum the amount of \$140.59 is due and owing to Frank Ehlschlager, of which said sum the amount of \$15,523.10 is due and owing to Albert W. Keller, and of which said sum the amount of \$245.94 is due and owing to Vera DePaola; and I did further ascertain that the reasonable expenses of the said Trustee in the management and care of the said orchard was, to and including April 20, 1929, the sum of \$1333.25; that a reasonable compensation to be allowed the said trustee for his services in the management and care of said orchard was, to and including June 8, 1929, Two Thousand Dollars; that a reasonable compensation to Complainants

Solicitors in the said cause is thirty-five Hundred Dollars; and I did further ascertain that the said Trustee is entitled to five per cent of all monies received by him from rents and profits of the said property while so acting as trustee, and that he did receive while so acting as trustee, the sum of Fifteen Hundred Sixty three and 22/100 Dollars, and that he is entitled to five per cent of such amount, namely, the sum of 78.17.

RECORDED

slight sum 204

NEW THEREFORE in conformith with the said order of reference I did ascertain and do here report that there is due and owing under the said deed of trust on the said books the total amount of \$35,318.47, of which said sum there is owing to each

of the respective holder thereof the following amounts: to Minnie Arnen, \$463.69, to Catherine Basso, \$245.94, to Wendel Czieger \$3014.03, to Frank Dumalski, \$685.32, to Lena Fricke, \$1360.59, to Fred Hufnagel \$1322.94, to Johanna Hoppe \$2370.79, to Anna Kohl \$238.90, to Martha Klein, \$140.59, to Minna Klein \$140.59, to Martha Lehrman, \$3426.54, to Tillie Raabe, \$137.07, to Carrie S. Tuttle, \$467.55, to William Sewerien, \$811.46, to August Sellin \$1690.22, to Gustav Huebner, \$144.11, to Frank Ehlschlager, \$140.59, to Albert W. Keller, \$15,528.10, to George Faltum, \$144.11, and to Vera DePaola, \$245.94, and there is owing to said trustee for compensation for monies expended in the care and management of the said orchard, for his services in the management and care of said orchard and for fees allowable under the said deed of trust the amount of \$3411.42, that there is due to the Complainants as a reasonable Solicitors fee for Solicitors, the sum of \$3500.00; that the total of the aforesaid sums owing and due under the aforesaid deed of trust is the sum of \$40,250.29.

Respectfully submitted.

This June 10, 1929.

T. W. Richerson,
Register.

For court file

Mrs. PAROLLO BERDMUT EVIL-YVIRIN at cause also she not provisioned

with of Berdmute at security also she sent sent mistresses returned dia-1

to atford Mrs other more Mrs Berdmute received before time to time she

did not take Mrs Berdmute mistress of child Berdmute also she

Berdmute received Mrs other more Mrs Berdmute received before time to time she

with of Berdmute at cause also she sent sent mistresses returned dia-1

RECORDED

Keller
19
Stelck

Notes of Motives
for Secular Reference

Filed June 27, 1924
For Reference
Registered
Served by deputy on
Register under Book
This June 27, 1924
J. P. Richardson
Register

Witness of: witnesses BRIVOLLOI and present widow BRIVOLLOI witness sent to

received Gregory of .48.2484 .0888 BRIVOLLOI of .88.3044 .0888

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WALTER W. WILKINS, As Trustee,
et al,

Complainants,

VS

JOHN STELL, et al,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

No. 933.

Comes the Complainants in the above styled cause
by their Solicitors of Record and moves the Court that the
report of the Register of Reference filed in this cause on
June 10, 1929, be submitted on July 6th, 1929, to the Judge
of this Court for decree.

This the 26th., day of June, 1929.

Duke & Hall
SOLICITORS FOR COMPLAINANTS.

For Court File 13

Keller
Stark

ST. ST.

COMPLAINANTS:

Motion for
as Refuse

RECORDED

Filed June 27, 1938

W. W. Rice
Registrar

IN THE DISTRICT COURT OF

INDIAN COUNTY, ARIZONA.

of this Court for decree.

June 10, 1938, he admitted on July 8th, 1938, to the Judge

report of the Registrar reference filed in this case on

by their solicitors of record and advised the Court that the

and the complainants in the above stated case

the 29th day of June, 1938.

NOTICED FOR COMPLAINTS.
W. W. Rice