

788

FARMERS AND MERCHANTS BANK,
A Corporation,
Complainant,

vs

GEORGE MAJORROSSY,
Defendant.

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{
{

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

This cause coming on to be heard is submitted upon the original bill of complaint; proof of service by publication; certificate of service by the Register filed January 10, 1929; decree pro confesso against the Defendant; testimony of H. L. McCain, a witness for the Complainant; note of George Majorrossy marked exhibit A and attached to the deposition of H. L. McCain; mortgage from George Majorrossy attached to said deposition as exhibit B; collateral note of John Stelk to the Farmers and Merchants Bank attached to said deposition as exhibit C; foreclosure deed under the said note attached to said deposition as exhibit D; all as noted by the Register, and the same being considered by the Court, the Court is of the opinion that the Complainant is entitled to the relief prayed for in its bill of complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the note and mortgage executed by George Majorrossy to John Stelk dated the 8th., day of April, 1922, recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 29, page 219-20, evidences a valid outstanding indebtedness and is a first lien mortgage on the property described in the bill of complaint, to-wit:

The East half of the Southwest quarter of the Southeast quarter of Section seventeen, Township eight South, Range Four East, Baldwin County, Alabama.

That the Complainant, the Farmers and Merchants Bank, of Foley, a corporation, is the owner and holder of the said mortgage and

indebtedness; that default has been made and continues in the payment of the said indebtedness; that there is owing under the said note and mortgage to the said Farmers and Merchants Bank the sum of Eight Hundred and Fifty Dollars principal, together with interest thereon at the rate of eight percent per annum, from April 8, 1922, namely, the sum of Four Hundred Ninety and 68/100 Dollars, and that there is owing and due under the said note from the said George Majorrossy to the Farmers and Merchants Bank One Thousand ThreeHundred Forty-Eight and 64/100 Dollars, and that the said Farmers and Merchants Bank has a lien on the aforesaid property under the said instrument for the payment of the said indebtedness.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Defendant is further indebted to the said Complainant under the said note and mortgage in the sum of One Hundred Thirty-Four and 86/100 Dollars, attorneys fees, for foreclosing the aforesaid mortgage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said Complainant be and it is hereby given judgment against the said Defenant^d in the sum of One Thousand Four Hundred Eighty-Three and 50/100 Dollars, and that the said sum is a lien on the aforesaid property.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said Defendant pay into this Court, within ten days from the date of this decree, the said sum of money, together with interest thereon from August 8, 1929, in satisfaction of the said debt and that in the event he shall fail and refuse to pay the said sum within said time, then he shall be and is hereby forever debarred from any and all equity of redemption in and to the said property, and the Register of this Court be and he is hereby authorized and directed to sell the aforesaid property at public

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Register shall report to this court for further consideration by this court any and all things which he shall do or cause to be done under this decree.

Done in Term Time at Bay Minette, this the 8th., day of August, 1929.

J. W. Hare

JUDGE.

BAY MINETTE, ALA.

January 5 1929

W. Richardson

Cin. best

IN ACCOUNT WITH

G. W. Humphries

JUDGE OF PROBATE, BALDWIN COUNTY

Please Return Bill With Remittance

Privilege Tax

Rec. Fee

Total

*of La. Bonds not yet
Rec. Mest. from*
Farmers & Merchants Bank vs Sec. Majority

30

Jan 15/29

*G. W. Humphries Judge
by *[Signature]**

and the statute made and provided relative thereto.

WHEREFORE this Register prays the Honorable Court will
make such other and further decrees and directions to him as shall
be proper in the premises.

Dated this the 1st., day of October, 1929.


REGISTER.

FARMERS AND MERCHANTS BANK,
A Corporation,
Complainant,

vs

GEORGE MAJORROSSY,
Defendant.

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

It appearing in this cause that heretofore on to-wit, the 8th., day of August, 1929, this Court did make and enter an order and decree in favor of the Farmers and Merchants Bank against George Majorrossy ascertaining and decreeing that George Majorrossy was indebted to the said Farmers and Merchants Bank in the sum of One Thousand Four Hundred Eighty-Three and 50/100 Dollars, under that certain mortgage executed by the said George Majorrossy to John Stelk, dated the 8th., day of April, 1922, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 29, pages 219-20; that the said Farmers and Merchants Bank was the owner of the said mortgage and of the said debt, and that the said Farmers and Merchants Bank had a lien on the East half of the Southwest quarter of the Southeast quarter of Section seventeen, Township eight South, Range four East, Baldwin County, Alabama, under the said mortgage to secure the said debt, and ordering and directing the said George Majorrossy to pay the said indebtedness within ten days therefrom and ordering the Register, in the event the said George Majorrossy failed to pay the said debt within said date, to sell the said property at public outcry, for cash to the highest bidder, at twelve o'clock noon in front of the court house door of Baldwin County, Alabama, after giving notice of the time, place and terms of sale by publication once a week for four consecutive weeks in any newspaper published in Baldwin County, Alabama, to-

gether with the description of the said property, and the said George Majorrossy having failed to pay the said indebtedness within the said time, the said Register did sell the said property at public outcry, for cash to the highest bidder at twelve o'clock noon, in front of the court house door of Baldwin County, Alabama, on the 30th., day of September, 1929, after giving notice of the time, place and terms of sale by publication once a week for four consecutive weeks in the Baldwin Times, a newspaper published at Bay Minette in Baldwin County, Alabama, together with the description of said property, and at such sale the Farmers and Merchants Bank became the purchaser of the said property for and at the sum of SEVEN HUNDRED FIFTY DOLLARS, the same being the highest, best and last bid therefor, and that the said Farmers and Merchants Bank has paid the said money over to the Register of this Court and the Register of this Court did on October 1, 1929, file his report of said sale in accordance with said decree, and no objections or exceptions having been made thereto, and it appearing that the said sale was in all manners conducted in accordance with the said decree and in accordance with the statutes made and provided relative thereto;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said report of the Register be and the same is hereby confirmed and that the sale and purchase of the said property as reported by the Register be and the same is hereby confirmed, and the Register of this Court be and he is hereby authorized and directed to execute a proper conveyance conveying the said property to the said Farmers and Merchants Bank.

Dated this the 11th day of October, 1929.

F. W. Hare
JUDGE.

The State of Alabama,

Baldwin County.

CIRCUIT COURT, IN EQUITY.

No. 788 April Term, 1929.

F. Arundel & Mercantile Bank, a Corporation Complainant.

vs. George Majorary Defendant.

In this cause it appears to the Register T. W. Williams that the order of publication heretofore made in this cause, was published for four consecutive weeks, commencing on the

10 day of Jan, 1929, in the Baldwin Times

a newspaper published in Bay Minneth Alabama, that a copy of said order was posted at the Court House door in Baldwin County, on the 10 day of

Jan 1929.

And it now further appearing to the Register T. W. Williams that the said

George Majorary

having to the date hereof failed to demur, plead to or answer the Bill of Complaint in this cause, it is now, therefore, on motion of Complainant. . . ordered and decreed by the Register T. W. Williams

that the Bill of Complaint in this cause be, and it hereby is in all things taken as confessed against the said George Majorary

This 1st day of April 1929.

T. W. Williams Register.

No. 788

Page

The State of Alabama,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

James D. McAdams
Plaintiff

Bank & Corporation
Defendant

vs.

Geo. Magoray
Plaintiff

DECREE PRO CONFESSO
OF PUBLICATION

Issued *Apr 1* 192*7*

T. D. Rice
Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

Moore Printing Company, Bay Minette, Ala.

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

FARMERS AND MERCHANTS BANK, a Corp. Complainant.

VS.

GEORGE MAJORROSSY Respondent.

I. T. W. RICHMOND,

as Register and Commissioner

have called and caused to come before me H. L. McCain

witness named in the Requirement for Oral Examination, on the 6 day of August
1929, at the office of the Register
in Bay Minette, Alabama, and having first sworn said witness to speak the
truth, the whole truth, and nothing but the truth, the said H. L. McCain

doth depose and say as follows:

My name is H. L. McCain, I am Cashier and Vice-President of
the Farmers and Merchants Bank, a corporation, Complainant, in the
case of Farmers and Merchants Bank vs George Majorrossy, pending
in the Circuit Court of Baldwin County, Alabama, in Equity. I have
been Cashier of this Bank for three years, the said Bank is a
Corporation, organized under the laws of the State of Alabama, with its principal place of Business as Foley
The Defendant in said cause, George Majorrossy, is over the age of
twenty-one years, and is a non-resident of the State of Alabama,
his particular place of residence and Post Office address was on June 3rd, 1929 and now is un-
known. I, and other officials of the said Bank have made inquiries
of Albert Keller and John Stalk, and of all other persons that the
Farmers and Merchants Bank officials knew to have been acquainted
with the said Majorrossy and none of them know where he is now
living, or what his Post Office address is or know anything about
him since he left Baldwin County, which was prior to the time I
became a member and officer of the Farmers and Merchants Bank,
and we have made inquiries of every possible source known to us and
have been unable to find his then and present place of residence and Post
Office address. I, and the other officials of the Bank have made
inquiries of the Tax Officials of Baldwin County and of other

officials in the said County and none of them know, or ever knew the said George Majorrossy personally, or where he now lives or what his Post Office address is, or where he lived and his post office address was on June 3rd, 1929

..... On April 8, 1922, the said George Majorrossy executed to John Stelk a note and mortgage, the original of which is herewith produced and attached to my deposition and I cause the same to be marked.... Exhibits "A" and "B". The said John Stelk, on December 24, 1924, executed and delivered to the Farmers and Merchants Bank a collateral note in the sum of Six Thousand One Hundred and Fifty Dollars, payable on demand, and pledged and delivered the said note and mortgage to the Bank as security for the said note. The said note was made for a loan of Six Thousand One Hundred and Fifty Dollars, made by the said Bank to the said John Stelk. The said note of the said John Stelk to the said Bank was not paid at maturity and demand was made on the said John Stelk for the payment thereof, and upon his failing and refusing to pay the same the said Bank did sell the said collateral under the powers given in the said note. The said collateral note is herewith produced, and I cause the same to be attached to my deposition and marked Exhibit "C". The said collateral note was foreclosed on August 27, 1928, by the said Bank, by Victor F. Gaar, as Vice-President, and by me as Cashier, said property was sold in strict conformity with the powers contained in the said collateral note. The original of the said foreclosure deed is herewith produced and I cause the same to be attached to my deposition and marked exhibit "D". The signature of Victor F. Gaar to the said deed is the signature of Victor F. Gaar, the Vice-President of the said Bank Complainant, the signature H. L. McCain is my signature as Cashier of the said Bank. Under the said collateral note the Farmers and Merchants Bank was authorized and empowered, in the event the said John Stelk failed to pay the said note when due, to sell the said Majorrossy mortgage at public outcry for cash, to the highest bidder, after advertising the same for one day, by posting one written notice, and did authorize the said Farmer and Merchants Bank to purchase the said property at public sale, and said John Stelk did fail to pay the said note when the same became due and the said Bank did give notice by publication in four weekly issues of the Baldwin County News, a newspaper published at Foley, in Baldwin County, Alabama, in its issues of July 26, August 2, August 9, and August 16, 1928, that at twelve o'clock noon, on the 27th, da

day of August, 1929, in front of the Court house door of Baldwin
County, Alabama, it would sell the said Majorrossy note and mortgage
at public outcry, for cash, to the highest bidder, and on said date
and at said time, and in the said place and in said manner, the said
Farmers and Merchants Bank, by me as Cashier, and Victor F. Gaar, as
Vice-President, did offer the said note and mortgage for sale, at
public outcry, for cash, and at such sale the Farmers and Merchants
Bank became the purchaser of the said note and mortgage, and we as
such officers did execute the said paper hereto attached as Exhibit
"D", and the said Farmers and Merchants Bank, was on to-wit, the 2nd
day of June, 1929, the owner of the said note and mortgage and is now
the owner of the said note and mortgage of the said Majorrossy; that
no part of the indebtedness owing under the said note and mortgage
of Majorrossy has ever been paid, and the same is past due; that there
is owing to the Complainant under the said Majorrossy note and mortgage
the sum of Eight Hundred and Fifty Dollars, with interest thereon
at eight per cent., from April 8, 1922, making a total sum of principal
and interest of One Thousand Three Hundred and Thirty-eight and
66/100 Dollars; that in and by the said note and mortgage the said
Defendant agreed to pay a fee of ten percent of principal and interest
for the services of the attorney for collecting or attempting to
collect the said note and in foreclosing the said mortgage, so that
there is due to the Complainant One Hundred Thirty-three and 86/100
Dollars, attorneys fee, making a total of Principal, interest and
attorneys fee of One Thousand Four Hundred and Seventy-two and 52/100
Dollars.

A. H. Martin

ORAL EXAMINATION.

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

Given under my hand and seal, this 6th day of August, 1929.

T. W. Richerson (L. S.)

NO. _____ PAGE _____

THE STATE OF ALABAMA
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY.

vs. Complainant

Respondent

Oral Deposition

Filed Aug 6, 1929

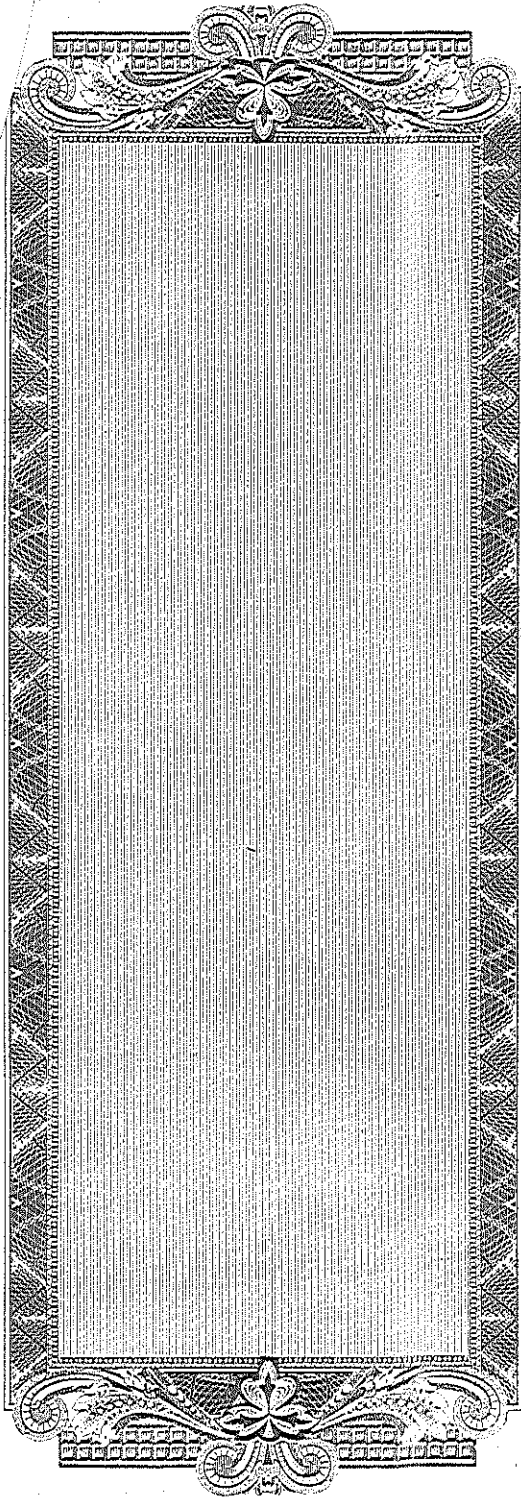
T. W. Richerson, Register

Recorded in

Record

Vol. _____ Page _____

Register



No.

Note of

George Majorosky

Address

Oak, Alabama

\$ 550.00

Due April 8th 1927

Interest Rate 8% Payable

Semi-annually

Office of
JOHN STELK
OAK, ALA

George Majorosky

No. _____

\$ 850.00

The undersigned, George Majorossy, a bachelor

of the post office of Oak in the county of Baldwin

and state of Alabama for and in consideration of the sum of money hereinafter mentioned, in hand paid, the receipt whereof is hereby acknowledged, convey ^s and warrant ^s to JOHN STELK of the post office of Oak, in the county of Baldwin and state of Alabama and to his successor in trust hereinafter named, the following described real estate, situated in the county of Baldwin and state of Alabama, namely:

The east half of the south west quarter of the ~~south~~ east quarter of section ~~SEVEN~~ seventeen Township eight south, Range four east of St. Stephen's principal meridian

together with all the present and future improvements and appurtenances thereto in any wise 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 is indebted upon his one principal promissory note hereinafter, for brevity, called evidence of indebtedness, bearing even date herewith, for the sum of eight hundred and fifty dollars due five years himself and by him endorsed and delivered

and bearing interest at the rate of eight per cent per annum payable semi annually.

Both principal and interest are payable at such place in the United States of America, as the holder thereof may in writing appoint, and in default of such appointment then at the office of JOHN STELK, at Oak, Alabama, and the same shall bear interest at the rate of eight 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 at all times insured against loss by fire or other insurable destructive force in such company or companies as may be approved of by the trustee, in an amount equal to the indebtedness secured hereby, and deliver to the said trustee the insurance policy or policies with a clause contained therein, giving the trustee the first claim to the money paid 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 after such loss to rebuild and repair 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.

The undersigned further agree (1) that in event of his 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 eight 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 with or without force, to remove and dispossess all persons in possession thereof, and give notice of the sale of the above described real estate by publication in some newspaper published in Baldwin County, Alabama, for four successive weeks, making the first publication at least thirty days previous to the sale advertised therein, and sell said real estate at public auction to the highest bidder for cash in front of the post office building in Oak, 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 ten per cent of the amount due the holder of the evidence of indebtedness secured hereby, second, to the payment of the amount due on the evidence of indebtedness secured hereby, and, third, if there be a 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 at said sale (and the trustee or the holder of the evidence of the indebtedness may be 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. All irregularities in said sale, or in the steps taken before or after said sale are hereby expressly waived. (4) That in the event of the death of the grantee, or his inability, refusal or failure to act, then the person who shall be the acting post master at Oak, is hereby appointed to be the successor in this trust. (5) That in the event that all of 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. (6) 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 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 two 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 and be identified by the signature of the trustee thereon, provided, the fact that such indebtedness is secured by this conveyance shall also be endorsed on the face of this conveyance.

In Witness whereof the undersigned has set his hand and seal this 22 day of April A. D. 19

The note secured by this deed is stamped accordingly
George Majorossy [SEAL]
[SEAL]

Instrument, he, executed the same voluntarily on the day the same bears date. I further certify that my commission is still in full force and effect.

Given under my hand and notarial seal this 24th day of May 1922

[SEAL]

Ernest D. ...
Notary Public

State of Alabama }
County of Baldwin } ss.

I, _____,

a notary public in and for and residing in the County and State aforesaid, do hereby certify that _____ known to me to be the wife of the within named _____

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. I further certify that my commission is still in full force and effect.

Given under my hand and notarial seal this _____ day of _____ 19____

[SEAL]

Notary Public

John Stelek
John Stelek
John Stelek

Trustee

John Stelek

secured hereby.

the holder of the indebtedness

half of the mortgagors, but by

ment was not paid by or on be-

gage tax on the within instru-

I hereby certify that the mort-

\$ 830.00

First Mortgage

OAK, ALABAMA

JOHN STELEK

To

George L. Jorossy

Baldwin County, Ala.

TRUST DEED

No. _____

John Stelek

Deputy

By *John Stelek*

Judge of Probate Court

ment as required by law, viz. _____

been paid on the within instru-

the following privilege tax has

said County, hereby certify that

Judge of the Probate Court for

I, *John Stelek*

State of Alabama } ss.

County of Baldwin }

Witness my hand this _____ day

John Stelek

of _____ on page _____

and this examined.

is duly recorded in record book No. _____

of _____

M. and I further certify that the same

1922 at _____ o'clock

day of _____

filed in this office for record on the _____

by certify that the within instrument was

said Court in and for said County, do here-

Judge of _____

Office of the Judge of the Probate Court

Baldwin County } ss.

State of Alabama }

\$ ~~6,150.00~~ ^{2264.44}

Foley

ALA

Dec 2nd 1924 '19

On Demand

AFTER DATE, WITHOUT GRACE, 1

PROMISE TO PAY TO THE ORDER OF Farmers & Merchants Bank, Foley, Ala.

Sixty-one Hundred Fifty & no/100 - - - - - DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE Farmers & Merchants Bank, Foley, Ala.

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

The following collateral notes and mortgages, which are hereby assigned and delivered to Farmers & Merchants Bank, -

Fred Breuer	\$2,100.00
O. Schwabe	580.00
Mary E. Williams	2,000.00
Casper Ulrich	1,200.00
Geo. Majorossy	850.00
M. Toulouse	1,135.42

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debts, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat, or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns and they may seize, take possession of and sell any or all of said property at private sale without advertisement or delay, or at public outcry, for cash, to the highest bidder, at..... Ala., or on the premises, after advertising the same for one day, by posting one written notice at..... Ala., and in case of a sale made under this contract, said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

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

ATTEST:

[Handwritten Signature]

(L. S.)

(L. S.)

The undersigned endorser assumes liability for the contract shown by the face of this note.

Farmer's & Merchants Bank

By

W. W. Stoddard, Pres.
Walter M. Morris, Cashier.

4/14/25 Paid 1819.56
7/28/25 " 2066.00
" Int 227.00 paid to June 1-1925

STATE QUANTITY AND PRICE

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STATE OF ALABAMA)
(
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, JOHN STELK, did by an instrument dated December 2, 1924, executed and delivered to the FARMERS AND MERCHANTS BANK a collateral note to secure an indebtedness of Six Thousand One Hundred and Fifty Dollars, and as security of said note did deposit with and assign and deliver to the Farmers and Merchants Bank two certain notes and mortgages described as follows: one executed by George Majorrossy, dated April 8, 1922, to the said John Stelk, to secure an indebtedness of Eight Hundred and Fifty Dollars, conveying the East half of the Southwest quarter of the Southeast quarter of Section seventeen, Township eight South, Range four East, St. Stephens Meridian, Baldwin County, Alabama, which said mortgage is duly recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 29, page 219-20; and the other note and mortgage executed by Louise Ulrich and Casper Ulrich, to John Stelk, dated January 2, 1923, to secure an indebtedness of One Thousand Two Hundred Dollars, conveying the West half of the Southwest quarter of the Northwest quarter of Section twenty, Township eight South, Range four East, St. Stephens Meridian, Baldwin County, Alabama, which said mortgage is duly recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 28, page 287-88.

And by which said collateral note the said Farmers and Merchants Bank was authorized and empowered, in the event the said John Stelk failed to pay the said note when due, to sell the said mortgages at public outcry, for cash to the highest bidder, after advertising the same for one day by posting one written notice and did authorize the said Farmers and Merchants Bank to purchase said property at such sale; and the said John Stelk did fail to pay the said note when the same became due and the said Farmers and

Merchants Bank did give notice by publication in four weekly issues of the Baldwin County News, a newspaper published at Foley, in Baldwin County, Alabama, in its issues of July 26, August 2, August 9 and August 16, 1928 that at twelve o'clock noon on the 27th day of August, 1928, in front of the court house door of Baldwin County, Alabama, it would sell the aforesaid notes and mortgages at public outcry, for cash to the highest bidder, and on the said date, at said time, in said place and in said manner the said Farmers and Merchants Bank did offer the said notes and mortgages for sale at public outcry, for cash and at such sale the said Farmers and Merchants Bank became the purchaser of said notes and mortgages, for and at the sum of One Thousand Dollars.

NOW THEREFORE in consideration of the premises and in consideration of the aforesaid bid of One Thousand Dollars the said Farmers and Merchants Bank does hereby TRANSFER, SET-OVER and ASSIGN to the said Farmers and Merchants Bank the aforesaid notes and mortgages and as well any and all right, title and interest in and to the said lands conveyed by the said mortgages.

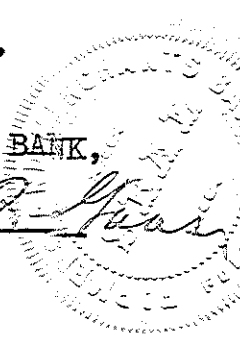
TO HAVE AND TO HOLD unto the said Farmers and Merchants Bank its successors and assigns forever.

IN WITNESS WHEREOF the said Farmers and Merchants Bank has caused these presents to be executed by Victor F. Gaar, its Vice-President and attested by H. L. McCain, its Cashier, and its corporate seal to be hereto affixed on this the 27th day of August, 1928.

FARMERS AND MERCHANTS BANK,

By Victor F. Gaar
Vice-President.

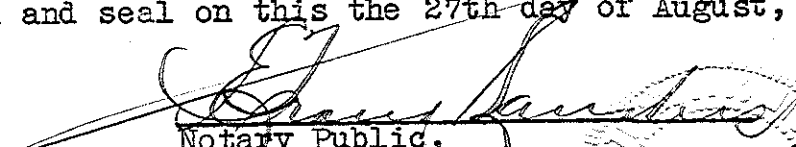
ATTEST: H. L. McCain
By H. L. McCain
Cashier.



STATE OF ALABAMA)
BALDWIN COUNTY)

I, E. Frank Sanders a Notary Public in and for said County, in said State, hereby certify that Victor F. Gaar, and H. L. McCain, whose names as Vice-President and Cashier, respectively of the Farmers and Merchants Bank, a corporation, 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, as such officers and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and seal on this the 27th day of August, 1928.


Notary Public,
Baldwin County, Alabama.

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

Comes the Farmers & Merchants Bank and humbly complaining
against George Majorossy, respectfully shows unto your Honor as follows:

FIRST:

That your Complainant is a corporation, organized and
doing business under the laws of the State of Alabama; that the Defendant
George Majorossy is over the age of twenty one years and a non-
resident of the State of Alabama, his particular Post Office address
and place of residence is unknown to this Complainant; that it has
made and caused to be made diligent search and inquiry to ascertain
his place or residence and Post Office address by inquiry from
persons at Foley, Alabama, near which the land hereinafter described
is located, and of John Stalk to whom the note and mortgage herein-
after described were made, and of the Tax Officials of Baldwin County,
Alabama, and upon such inquiry has been unable to ascertain the present
place of residence and Post Office address of said Defendant, but is
informed and believed that he is a non-resident of the State of Alabama.

SECOND:

Complainant further shows that on to-wit, April 8, 1922,
to secure an indebtedness of Eight Hundred and Fifty Dollars, the
said Defendant executed and delivered to John Stalk, as Trustee, a
note and mortgage, copies of which are hereto attached marked exhibit
A and B and made a part of this bill of complaint; that in and by
the terms of the said note and mortgage the Defendant agreed to pay
the indebtedness evidenced thereby five years from the date thereof
and further agreed to pay all costs of collecting or attempting to
collect the said indebtedness.

THIRD:

Complainant further shows that no part of the said
indebtedness or the interest thereon has been paid, but that there is
due thereon and unpaid the sum of Eight Hundred and Fifty Dollars,

with interest from April 8, 1922, and that the terms of this said note and mortgage have been breached in that the said indebtedness is past due and unpaid.

FOURTH:

Complainant further shows that the said note and mortgage executed and delivered to John Stelk, as Trustee, authorized and empowered the said John Stelk, as Trustee, in the event of default in the payment of the indebtedness thereby secured, to sell the said property after giving notice of the sale by publication in some newspaper published in Baldwin County, Alabama, for four successive weeks, and making the first publication at least thirty days previous to the sale, said sale to be at public auction, to the highest bidder in front of the Post Office at Oak, Alabama, and did further provide that in the event of the death of the trustee, John Stelk, or his inability, refusal or failure to act, then the person acting as Postmaster was thereby appointed to succeed the said Trustee. Complainant further shows unto your Honor that the said John Stelk has failed and refused to act under the said instrument and to foreclose the same, and that the Postoffice at Oak, Alabama, has been discontinued and there is no one to succeed the said Trustee.

FIFTH:

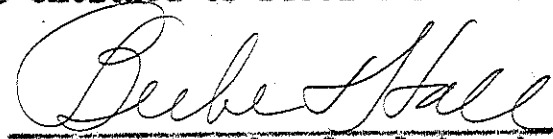
Complainant further shows that the said note was signed by the said George Majorossy and payable to himself and was endorsed by him, and the said note and mortgage delivered to the said John Stelk; that the said John Stelk hypothecated the said note and mortgage to the Complainant by that certain instrument dated December 2, 1924, payable on demand, to secure an indebtedness of Sixty-one Hundred and Fifty Dollars, a copy of which is hereto attached marked exhibit "C" and made a part of this bill of complaint; that the said note marked exhibit "C" of John Stelk to the said Complainant was not paid and became due and delinquent on to-wit, May 20, 1927, that demand was made for the payment of the said note; that the sum of Nineteen Hundred and Sixty Dollars remained due and unpaid thereon; that default

was made after demand in the payment of the same, and this Complainant under the aforesaid collateral note of John Steik marked exhibit "C" sold the aforesaid note and mortgage of George Majorossy in the manner required by the said note and by the laws of Alabama applicable thereon and at such sale bought the aforesaid note and mortgage of George Majorossy on to-wit, the 27th day of August, 1928.

SIXTH:

Complainant further shows unto your Honor that it is not the owner of the said note and mortgage; that there is past due and owing to the Complainant under the aforesaid note and mortgage from the said George Majorossy the sum of Eight Hundred and Fifty Dollars with interest thereon from April 8, 1922, that it has employed counsel in behalf of the collection of the aforesaid debt and incurred attorneys fee in the premises.

Wherefore Complainant prays this Honorable Court will take jurisdiction of the cause made by this bill of complaint and by appropriate process require the Defendant, George Majorossy, to plead, answer or demur hereto within the time and under the penalties prescribed by law and the practice of this Honorable Court; that upon the final hearing of this cause this court will ascertain the amount of indebtedness due this Complainant from the said George Majorossy under the aforesaid note and mortgage, including a reasonable attorneys fee in the premises; and that the said lands described in the aforesaid mortgage, to-wit: The East half of the Southwest quarter of the Southeast quarter of Section seventeen, Township eight South, Range four East, Baldwin County, Alabama, be sold and the proceeds thereof applied to the debt owing to this Complainant from the said Defendant under the aforesaid note and mortgage, and that such other, further or different relief shall be given to this Complainant as in equity it shall be entitled to receive in the premises.


Solicitors for Complainant.

FOOT NOTES:

Defendant is required to answer each and every paragraph of the foregoing bill of complaint numbered first to sixth, inclusive, but not under oath. Oath being hereby expressly waived.

Becke Hall
Solicitors for Complainant.

STATE OF ALABAMA)
BALDWIN COUNTY)

Before me, the undersigned Notary Public, in and for said State and County, this day personally appeared W. C. Becke, who is known to me and who being by me first duly sworn deposes and says that he is of counsel for the Farmers & Merchants Bank, a corporation, in the cause of the Farmers & Merchants Bank against George Majorossy pending in the Circuit Court of Baldwin County, Alabama, in equity, No. _____; that he has read the bill of complaint in the said cause and the facts therein alleged are true; that the said Bank has made and caused to be made diligent search of residents at Foley, Alabama, near which the lands described therein are located, and of one, John Stalk, to whom the mortgage sought to be foreclosed was executed and delivered, and of the Tax Collector and Tax Assessor of Baldwin County Alabama, and upon such inquiry the said Bank has been unable to ascertain the present place of residence and Post Office address of the said George Majorossy, but it is informed and believed that he is over the age of twenty one years, and a non-resident of the State of Alabama.

W. C. Becke

Sworn to and subscribed before me on this the 3rd day of January, 1929.

Blaise Slacumb
Notary Public,
Baldwin County, Alabama.

\$850.00

Oak, Alabama, April 8th, 1922.

Five years after date, for value received, I, promise to pay to the order of myself eight hundred and fifty dollars, at such place in the United States of America as the holder of this note may in writing appoint, and in default of such appointment, then at the office of John Steik, in Oak, Alabama, with interest thereon at the rate of eight per cent per annum after date payable semi-annually until the principal sum is fully paid. Both principal and interest shall bear interest at the rate of eight per cent per annum after maturity.

If at any time before the maturity of this note I shall do, or suffer anything to be done, which will, or in any degree tend to, injuriously affect my financial standing and which will, or tend to, render me insolvent, then the holder of this note may elect, without notice to me, to declare this note due and payable forthwith, and in such case this note shall be due and payable on the day such election is made.

To secure the payment of the above mentioned principal and interest I hereby authorize and empower, irrevocably, any attorney of any court of record to appear for me in any court selected by the holder of this note, in term time or vacation, at any time when the holder has a right to institute and maintain court proceedings on this note under its terms, and enter my appearance, either orally or in writing, in any cause instituted by such holder to enforce its payment, waive service of process upon me therein, and consent to the entry of a judgment or decree for such amount as may be proven to be unpaid thereon together with the costs of such suit and ten per cent of the amount due for principal and interest for the services of the attorney in said cause and also to waive and release all errors, if any, that may be committed in any such proceeding and consent that such judgment or decree be final and that process be issued therein by the court forthwith to carry into effect the judgment or decree so entered against me, hereby ratifying and confirming all my attorney may do by virtue hereof.

And to further secure the payment of this note I hereby waive any and all preliminary notices, which are now, or hereafter may be, required by law to be given to me, in order to maintain an action on this note, and agree that the mere non-payment of any installment of interest when due, or the non-payment of the principal when due, whether by election or otherwise, shall entitle the holder of this note to institute any cause of action thereon without the usual preliminary steps required by law.

And to further secure the payment of this note I hereby expressly waive and release in favor of the holder of this note all exemptions enacted for me benefit by any of the States of the United States of America as to property now in my possession or which I may hereafter acquire, and agree that if said note shall remain unpaid when due, whether by election or otherwise, and if the holder shall feel insecure, such holder shall have the right to seize so much of my real or personal estate, or both, whatever its nature may be, wherever the same may be found, and whether exempt or not, as the holder shall deem sufficient security for the amount then due on this note, and to hold such seized property at my expense until a judgment shall be recovered on this note, and to turn such property

over to the officer designated by the court to collect the judgment and costs awarded to the holder of this note to be by such officer disposed of according to law, but without regard to any and all exemption statutes.

And to further secure the payment of this note I hereby transfer, assign and set over unto the holder of this note any and all sums of money that may be due to me from any person, firm or corporation, at the time when the holder shall be entitled to the principal and interest and authorize the holder of this note to demand, receive and receipt for so much of such sum or sums of money so due us as shall be sufficient to satisfy the amount due on this note.

And to further secure the payment of this note I agree that if I shall fail to pay the interest on this note when the same comes due then the holder may declare the principal thereof due and payable forthwith.

In case it becomes necessary for the holder of this note to place the same for collection with any attorney or collecting agent then in such case I agree to pay, in addition to the amount due on this note, a sum equivalent to ten per cent of the amount then due on this note as the costs of collecting the same.

This note is secured by a trust deed to John Stalk bearing even date herewith upon real property located near Oak, Alabama.

Wherever the words "we", "our" or "us" are used herein they shall be construed to mean us jointly or severally, whichever may be of the most advantage to the holder of this note.

Signed and Delivered in the presence of:

George Majorosy.

The undersigned, George Majorossy, a bachelor, of the post office of Oak, in the county of Baldwin, and state of Alabama, for and in consideration of the sum of money hereinafter mentioned, in hand paid, the receipt whereof is hereby acknowledged, conveys and warrants to John Stelk of the post office of Oak, in the County of Baldwin and State of Alabama and to his successor in trust hereinafter named, the following described real estate, situated in the county of Baldwin and state of Alabama, namely:

The East half of the Southwest quarter of the Southeast quarter of Section seventeen, Township eight South, Range four East of St. Stephen's Principal meridian,

together with all the present and future improvements and appurtenances thereto in any wise 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 is indebted upon his one principal promissory note hereinafter, for brevity, called evidence of indebtedness, bearing even date herewith, for the sum of eight hundred and fifty dollars due five years, payable to the order of himself and by him endorsed and delivered, and bearing interest at the rate of eight per cent per annum payable semi annually.

Both principal and interest are payable at such place in the United States of America, as the holder thereof may in writing appoint, and in default of such appointment then at the office of John Stelk, at Oak, Alabama, and the same shall bear interest at the rate of eight per cent per annum after maturity until paid.

Now, therefore, the undersigned agrees 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 at all times insured against loss by fire or other insurable destructive force in such company or companies as may be approved of by the trustee, in an amount equal to the indebtedness secured hereby, and deliver to the said trustee the insurance policy or policies, with a clause contained therein, giving the trustee the first claim to the money paid thereon in case of 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 the 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 after such loss to rebuild and repair 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.

The undersigned further agrees (1) that in event of his 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 every-

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 eight 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 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 building in Oak, 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 ten per cent of the amount due the holder of the evidence of indebtedness secured hereby, second, to the payment of the amount due on the evidence of indebtedness secured hereby, and third, if there be a 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 at said sale (and the trustee or the holder of the evidence of the indebtedness may be 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 agrees to warrant and defend. All irregularities in said sale, or in the steps taken before or after said sale are hereby expressly waived. (4) That in the event of the death of the grantee, or his inability, refusal or failure to act, then the person who shall be the acting post master at Oak, is hereby appointed to be the successor in this trust. (5) That in the event that all of 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. (6) 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 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 two 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 and be identified by the signature of the trustee thereon, provided, the fact that such indebtedness is secured by this conveyance shall also be endorsed on the face of this conveyance.

In witness whereof the undersigned has set his hand and seal this 8th day of April A. D. 1922.

George Majorossy (Seal)

The note secured by this trust deed is stamped according to law.

John Stelk,
Trustee.

State of Alabama)
Baldwin County)

I, Ernest Duesterbert, a Notary Public in and for and residing in the County and State aforesaid, do hereby certify that George Majorossy, a bachelor, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date. I further certify that my commission is still in full force and effect.

Given under my hand and notarial seal this 24th day of May, 1923.

(SEAL)

Ernest Duesterberg,
Notary Public.

State of Alabama)ss
Baldwin County)

Office of the Judge of the Probate Court.
I, G. L. Lambert, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 24th day of Oct. 1923, at 3 o'clock, P. M., and I further certify that the same is duly recorded in record book No. 29 of Mtgs on page 219-20 and duly examined.

Witness my hand this 25th day of October, 1923.

G. L. Lambert,
Judge of Probate Court,
By: W. H. Hawkins, Clerk.

County of Baldwin)ss
State of Alabama)

I, G. L. Lambert Judge of the Probate Court for said County, hereby certify that the following privilege tax has been paid on the within instrument as required by law, viz: 1.55.

G. L. Lambert,
Judge of Probate Court,
By: J. L. Kessler, Deputy.

\$6,150.00

Foley, Ala. Dec. 2nd, 1924.

On demand after date, without grace, I promise to pay to the order of Farmers & Merchants Bank, Foley, Alabama, Sixty one Hundred fifty & no/100 Dollars. For value received, Payable at the Farmers and Merchants Bank, Foley, Ala.

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee the following property, to-wit:

The following collateral notes and mortgages, which are hereby assigned and delivered to Farmers & Merchants Bank;

Fred Breuer	\$2,100.00
C. Schwabe	580.00
Mary E. Williams	2,000.00
Casper Ulrich	1,200.00
Geo. Magorossy	850.00
K. Toulouse	1,163.42

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debts, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat, or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns and they may seize, take possession of and sell any or all of said property at private sale without advertisement or delay, or at public outcry, for cash, to the highest bidder, at _____ Ala., or on the premises, after advertising the same for one day, by posting one written notice at _____, Ala., and in case of a sale made under this contract, said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

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

John Stelk (L.S.)

Published four times,
1st - August 29th, 1929.

NOTICE OF COMMISSIONER'S SALE

Under and by virtue of a decree issued out of the Circuit Court of Baldwin County, Alabama, in equity, August 8, 1929, in a suit therein pending in which the Farmers and Merchants Bank, a corporation, is Complainant, and George Majorrossy is Defendant, 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 30th day of September, 1929, the following described property, situated in the County of Baldwin, State of Alabama, to-wit:

The East half of the Southwest quarter of the Southeast quarter of Section Seventeen, Township Eight South of Range Four East, Baldwin County, Alabama.

The said decree orders the sale of the said property under a mortgage given by the said George Majorrossy to John Steik, dated April 8, 1922 and recorded in Mortgage Book 29, pages 219-20 of the records of Baldwin County, Alabama, (and the debt thereby secured is owned by the said Farmers and Merchants Bank.)

Witness my hand this the 29th day of August, 1929.

T. W. Richerson
Register of the Circuit Court of Baldwin County, Alabama, and Commissioner.

Sold
Farmer Mechanical
Bank
for \$75000
9/30 - 29

The State of Alabama, }
BALDWIN COUNTY.

CIRCUIT COURT, IN EQUITY.

No. 788 April Term, 1929

F. W. ... & ... Complainants

vs.

Geo. Gregory Defendants

Motion is hereby made for a Decree Pro Confesso against

Geo. Gregory Defendant

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

This 30 day of May 1929

746 Code.

B. H. + Hall
Solicitor.

No. 788

Page

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

James & Michael

Beck

Complainants.

Vs.

Gen. Magony

Defendants.

MOTION FOR DECREE PRO
CONFESSO ON PUBLICATION.

Filed Mar 30 1929

T. Williams
Register.

Recorded in Record,

Vol. Page

Register.

FARMERS AND MERCHANTS BANK,
A Corporation,
Plaintiff.

VS

GEORGE MAJOROSSY,
Defendant.

To G. W. Humphries, Judge of Probate of Baldwin County, Ala.
NOTICE OF PENDING SUIT.

Notice is hereby given that Farmers and Merchants Bank, a corporation, has this day filed in the Circuit Court of Baldwin County, Alabama, a bill of complaint alleging that it is the owner and holder of a certain note and mortgage executed by George Majorossy to John Stolk, Trustee, which said mortgage conveyed the following described lands, to-wit:

The East half of the Southwest quarter of the Southeast quarter of Section seven~~teen~~, Township eight South, Range Four East, Baldwin County, Alabama.

The said Bank claims a lien on said lands for the payee of the debt recited in the aforesaid mortgage.

The said bill of complaint further alleges that default has been made and continues in the payment of the indebtedness secured by the said mortgage and prays that the said mortgage be foreclosed and the said lands sold for the payment of the said indebtedness.

WITNESS my hand this the 3 day of January, 1929.

G. W. Humphries
Register of the Circuit Court
Baldwin County, Alabama.

Filed Jan 3/1929
T. W. Keenan
Register

Copy filed
in Probate office
& recorded Jan 5th
1929.
T. W. Keenan
Register

FARMERS AND MERCHANTS BANK,
A Corporation,
Plaintiff.

vs

GEORGE MAJOROSSY,
Defendant.

To W. H. Humphries, Judge of Probate of Baldwin County, Alabama.
NOTICE OF PENDING SUIT.

Notice is hereby given that Farmers and Merchants Bank, a corporation, has this day filed in the Circuit Court of Baldwin County, Alabama, a bill of complaint alleging that it is the owner and holder of a certain note and mortgage executed by George Majorossy to John Stelk, Trustee, which said mortgage conveyed the following described lands, to-wit:

The East half of the Southwest quarter of the Southeast quarter of Section seventeen, Township eight South, Range four East, Baldwin County, Alabama.

The said Bank claims a lien on said lands for the payment of the debt recited in the aforesaid mortgage.

The said bill of complaint further alleges that default has been made and continues in the payment of the indebtedness secured by the said mortgage and prays that the said mortgage be foreclosed and the said lands sold for the payment of the said indebtedness.

WITNESS my hand this the 3rd day of January, 1929.

W. H. Humphries
Register of the Circuit Court,
Baldwin County, Alabama.

Baker
vs
George McGowan

THE STATE OF ALABAMA } PROBATE COURT
BALDWIN COUNTY }
Filed in office this 5 day of Jan 1929
and duly recorded in Pen Book No. 1015
pages 2-3 and I certify that \$ cts.
license or privilege tax, paid as required by an Act of
the Legislature, approved September 14, 1923, and
\$ cts. license or privilege tax, paid as re-
quired by an Act of the Legislature, approved August
22, 1923.
E. W. Humphries
Judge of Probate.
By *J. S. ...*

J. W. Robinson
Rec'd
1/5/29
1015

FARMERS & MERCHANTS BANK,
A CORPORATION,

COMPLAINANTS,

VS

GEORGE MAJOROSSY,
DEFENDANT.

(IN THE CIRCUIT COURT,
{ BALDWIN COUNTY, ALABAMA,
{ IN EQUITY.

I, T. W. Richerson, Register of the Circuit Court of Baldwin County, State of Alabama, hereby certify that on the affidavit of W. C. Beebe, Attorney for Complainant, on the 3rd day of May, 1929, an order of publication was made to George Majorossy, whose residence is unknown, and was published in the Baldwin Times a newspaper published in the Town of Bay Minette, County of Baldwin, State of Alabama, once a week, for four consecutive weeks, commencing on the 10th day of January, 1929, requiring the said George Majorossy to answer or demur to the bill of complaint in the cause on the 3rd day of January, 1929, or in thirty days therefrom a decree Pro Confesso may be taken against George Majorossy, and that one other copy of said order was posted at the Courthouse door of said County for four consecutive weeks, commencing on the 10th day of January, 1929.

Jan 10 - 1929

T. W. Richerson

Register of the Circuit Court,
Baldwin County, Alabama.

Filed Jan 10 / 1929
J. W. Williams
Register

Jan 10 1929

J. W. Williams

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

Bill of Complaint in
 the case of
 The Baldwin Times
 vs. George Majorossy
 No. 22-5-22
 The outstanding
 state for Baldwin
 while Miller
 and Nihart
 were the best
 of rights
 and Alien
 were the best
 of rights
 and Alien
 were the best
 of rights

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 _____

Farmers & Merchants Bank

George Majorossy

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

Date of first publication	<i>January 10</i>	<i>1929</i>	Vol. <i>29</i>	No. <i>50</i>
Date of second publication	<i>January 17</i>	<i>1929</i>	Vol. <i>29</i>	No. <i>51</i>
Date of third publication	<i>January 24</i>	<i>1929</i>	Vol. <i>29</i>	No. <i>52</i>
Date of fourth publication	<i>January 31</i>	<i>1929</i>	Vol. <i>29</i>	No. <i>53</i>

Subscribed and sworn to before the undersigned this 3 day of May 1929
W. B. Rice
District Court

R. B. Vail
Publisher.

Farmers & Merchants
Bank of
George Washington

Filed May 3/1929
W. M. Harrison
Register

No.	Particulars	Debit	Credit	Balance
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BAY MINETTE, ALA.

2/1/29

M Farmer's & Merchants Bank

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~~Notice to Geo Major...~~

172

77

APR 1 1929
BALDWIN TIMES
BAY MINETTE, ALA.

FARMERS AND MERCHANTS BANK,
A Corporation,

Complainant,

vs

GEORGE MAJORROSSY,
Defendant.


IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

This cause is submitted for decree of foreclosure upon the original bill of complaint, proof of service by publication, certificate of service by the Register filed January 10, 1929, decree pro confesso against the Defendant, testimony of H. L. McCain, a witness for the Complainant, note of George Majorrossy marked exhibit A and attached to the deposition of H. L. McCain, Mortgage from George Majorrossy attached to said deposition as exhibit B; collateral note of John Stelk to the Farmers and Merchants Bank attached to said deposition as exhibit C; foreclosure deed under the said note attached to said deposition as exhibit D.

This the 7th., day of August, 1929.


Register.

Note of Testimony

Filed August 1929

J. O. Rice
Register

NOTICE TO NON-RESIDENT.

Moore Ptg. Co—Bay Minette.

Farmers and Merchants Bank a
Corporation.

&&No2

vs.

George Majorossy,

The State of Alabama,
Baldwin County.

Circuit Court, in Equity.

This the 5th day of
January, 1929

In this cause it being made to appear to the Clerk of this Court by the affidavit of
W.C. Beebe, Atty for Complainant,

that the Defendant ~~George Majorossy~~ Majorossy,

is a non-resident of the State of Alabama whose Post Office address is unknown
to affiant,

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

to answer or demur to the Bill of Complaint in this cause by the 9th day of
February 1929, or after thirty days therefrom a decree Pro Confesso may be
taken against the said George Majorossy,

Messers Beebe & Hall
Atty's for Complainant.

T.W. Rice
Register.

Filed Jan 5th / 1929
J. W. Williams
Clerk