A.M. RHODES et al, Complainants,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY.
FARMERS AND MERCHANTS BANK OF FOLEY, et al, Defendants.	)	IN CHANCERY.

Come the said complainants, and say and show unto this Honorable Court, that this cause has heretofore been settled and the costs have been paid. And Complainants now dismiss their said bill of complaint without prejudice.

William Bowlus Gresham
Solicitors for Complainants.

BE IT KNOWN, That we, the undersigned A. M. RHODES and E. B. RHODES, as principals, and American Surety Company of New York, as surety, are held and firmly [illegible]ers & Merchants Bank of Foley in the penal [illegible]hundred and fifty Dollars, to be paid [illegible] Merchants Bank of Foley, its successors [illegible] payment of which well and truly to be made [illegible]intly and severally, and each of us and [illegible] administrators and successors, firmly [illegible]resents.

ENCLOSURE FOR
Mr Richerson
FROM
PILLANS, COWLEY & GRESHAM
MOBILE, ALA.

WITNESS our hands and seals, this 18th day of July, A. D., 1929.

WHEREAS, the above bounden A. M. and E. B. Rhodes have on this day procured the issue of a writ of injunction against the said Farmers & Merchants Bank of Foley upon a bill of complaint filed against the said Farmers & Merchants Bank of Foley et al by the said A. M. Rhodes and E. B. Rhodes;

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden A. M. Rhodes and E. B. Rhodes, their executors, administrators or any of them, shall well and truly pay or cause to be paid all damages and costs which any person may sustain by the suing out of said injunction, if the same be dissolved, then the above obligation will be void, but, otherwise, it shall remain in full force and virtue.

E. B. Rhodes
A. M. Rhodes
American Surety Co. of N. Y.
by Jas. L. Cummins
Resd Vice Pres.

Approved this 18th day of July, 1929.

T. M. Richerson
Register of the Circuit Court.

Attest:
Palmer Pillans
Res. Asst. Sec'y.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,

SITTING IN EQUITY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

We command you that without delay you execute this writ and due return thereof how you have executed the same make to us at a term of our Court in Equity to be held at Bay Minette ~~within~~ within thirty days from the service hereof.

T. O. Reinman
Register of the Circuit Court for
Baldwin County, Alabama.

To the Farmers & Merchants Bank of Foley, and to its Officers, Agents, Servants and Employees:

WHEREAS, A. M. Rhodes and E. B. Rhodes have this day filed their bill of complaint in our said Circuit Court sitting in Equity, against the Farmers & Merchants Bank of Foley and against the Merchants National Bank of Mobile, praying, among other things, that a preliminary or temporary writ of injunction issue against the Farmers & Merchants Bank of Foley and its officers, agents, servants and employees, restraining and enjoining them, and each and all of them, from selling or attempting to sell, directly or indirectly, the shares of the capital stock of the said Farmers & Merchants Bank of Foley which were pledged to the said A. M. Rhodes and E. B. Rhodes by J. W. Randall as collateral security for a debt alleged to be owing from the said Randall to the said A. M. Rhodes and E. B. Rhodes, and restraining the said Farmers & Merchants Bank of

Foley, its officers, agents, servants and employees, and each and all of them, from taking any further action whatever looking to the sale of the said stock or assertion of any rights therein, hostile to or in pretended superiority to or priority over, the rights of the said A. M. and E. B. Rhodes in the said shares of capital stock in the said bank, pledged by the said Randall to the said A. M. Rhodes and E. B. Rhodes as aforesaid; and further restraining said Farmers & Merchants Bank of Foley, and its officers, agents, servants and employees, and each and all of them, from doing anything whatever with reference to the said twenty-four shares of stock that would in anyway change the status quo with reference thereto now existing; and

WHEREAS, on the said bill being exhibited to the Honorable Francis W. Hare, Judge of the Circuit Court for the Twenty-first Judicial Circuit of Alabama, sitting in Equity, on the 18th day of July, 1929, he did order that upon complainants entering into bond with sureties in the sum of Seven hundred and fifty Dollars, approved by the Register of this Court and payable and conditioned according to law, a writ of injunction issue out of said Court, according to the prayer of the said bill; and

WHEREAS, Bond has been given, as required by the said order:

THESE, THEREFORE, are to command and strictly enjoin you, and each o you, and all of you, from selling or attempting to sell, directly or indirectly, the twenty-four shares of the capital stock of the Farmers & Merchants Bank of Foley which were pledged to the said A. M. Rhodes and E. B. Rhodes by the said J. W. Randall, for a debt alleged to be owing from the said Randall to the said A. M. Rhodes and E. B. Rhodes; and from taking any action whatever looking to the sale of the said stock or the assertion of any rights therein

hostile to or in pretended superiority to or priority over, the rights of the said A. M. and E. B. Rhodes; and from doing anything whatever to change the status quo now existing with reference to the said shares of stock; until further orders from this Court; and this writ of injunction you will comply with and obey under penalty.

WITNESS: [signature]
Register of the Circuit Court of Baldwin County, Alabama, at Office in Bay Minette, Baldwin County, Alabama, on this 18 day of July, A. D., 1929.

Issued July 18, 1929.

A. M. RHODES *et al*,	(	
	)	IN BALDWIN CIRCUIT COURT.
vs.	(	IN CHANCERY.
FARMERS AND MERCHANTS BANK OF FOLEY, *et al*.	(	

Come the complainants and move this Honorable Court to render a decree granting to the Complainants the against the said Farmers and Merchants Bank of Foley relief sought by the original bill in the above styled cause. And for ground of such motion, complainants assign the following:

The said defendant, the Farmers and Merchants Bank of Foley, has failed to answer interrogatories propounded to it by the said complainants pursuant to the statutes of Alabama in such case made and provided, in this: The said defendant, Farmers and Merchants Bank of Foley, has declined in *toto*, to answer interrogatory number Eleven; and the said defendant has answered evasively and insufficiently, interrogatories numbered 3, 6, 8, 12, 14 and 16; so that in law the complainants have not the answers to the interrogatories to which complainants are entitled, and hence, as complainants aver and show unto your Honorable Court, complainants are entitled to the relief sought by this motion.

And as in duty bound, your complainants movant will ever pray, etc.

William Lawrence Gresham
Solicitors for Complainants.

ARTHUR M. RHODES ET AL., Complainants, -vs- FARMERS & MERCHANTS BANK OF FOLEY ET AL., Respondents.	IN THE CIRCUIT COURT-EQUITY SIDE. STATE OF ALABAMA. BALDWIN COUNTY.

Comes the Farmers & Merchants Bank, a corporation, one of the respondents in this cause, and answering the Original Bill of Complaint in this cause filed, and each paragraph thereof, says:

1.

Respondent admits the allegations of Paragraph "1" of the Original Bill of Complaint.

2.

Respondent does not at this time have nor has it ever had any knowledge or notice of the matters and facts set forth in Paragraph "2" of the Original Bill of Complaint, but demands strict proof thereof.

3.

Respondent does not at this time have nor has it ever had any knowledge or notice of the matters and facts set forth in Paragraph "3" of the Original Bill of Complaint, but demands strict proof thereof.

4.

Respondent does not at this time have nor has it ever had any knowledge or notice of the matters and facts set forth in Paragraph "4" of the Original Bill of Complaint, but demands strict proof thereof.

5.

Respondent does not at this time have nor has it ever had any knowledge or notice of the matters and facts set forth in Paragraph "5" of the Original Bill of Complaint, but demands strict proof thereof.

6.

Respondent does not at this time have nor has it ever had any knowledge or notice of the matters and facts set forth in Paragraph "6" of the Original Bill of Complaint, but demands strict proof thereof.

7.

Respondent does not at this time have nor has it ever had any knowledge or notice of the matters and facts set forth in Paragraph "7" of the Original Bill of Complaint, but demands strict proof thereof.

8.

Respondent does not at this time have nor has it ever had any knowledge or notice of the matters and facts set forth in Paragraph "8" of the Original Bill of Complaint, but demands strict proof thereof.

9.

This Respondent admits the allegations of Paragraph "9" of the Original Bill of Complaint.

10.

This Respondent admits the allegations of Paragraph "10" of the Original Bill of Complaint.

11.

This Respondent denies the allegations of Paragraph "11" of the Original Bill of Complaint, and answering says: That at the times and on the dates set forth in said Paragraph "11", although the said J. W. Randall was the President, he was not the managing officer and active executive head, as is made to appear from the allegations of said paragraph, for H. L. McCain was on all of said dates and at all of such times the Cashier of respondent and as such was a managing officer and one of the acting executives having the control and management of the affairs of the respondent, the said McCain being in fact the only managing officer and executive at all times present in the banking house of and devoting his entire time to the affairs of this respondent,

while the said J. W. Randall only gave a part of his time to and being present in the offices of this respondent at intervals; the said J. W. Randall being at the same time connected with and having to do with the management of two other banking institutions located in two other different towns in Baldwin County, Alabama; and the respondent, further answering, says that the said H. L. McCain, as such Cashier and as one of the managing officers and active executives, was a necessary party, along with the said J. W. Randall, to the transaction of all business and matters having to do with the issuance and transfer of the certificates of stock of this respondent and the consent to any pledge of its stock and waiver of this respondent's liens thereon. Respondent expressly denies that the said J. W. Randall had or exercised any rights, duties or authorities independent of or greater than the rights, duties and authorities had and exercised by the said H. L. McCain, its Cashier, in connection with such matters.

12.

This Respondent has no knowledge as to any of the matters and facts having to do with the complainants, or either of them, consulting legal counsel or as to the advice received by them from such counsel; respondent admits that the complainant, A. M. Rhodes, did call upon this respondent and endeavored to procure this respondent to release its corporate lien upon the stock of J. W. Randall, and this respondent did consult legal counsel, and upon being advised that it held a corporate lien on the stock of its stockholders for any debts due it by such stockholders, did inform complainants that it had never released nor waived this lien and would assert it in connection with the indebtedness due this respondent by the said J. W. Randall.

13.

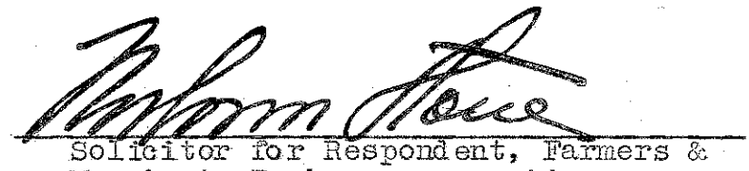
This Respondent denies the conclusions of the complainants as set out in Paragraph "13".

14.

This Respondent admits the allegations of Paragraph "14".

15.

This Respondent admits the allegations of Paragraph "15".



Solicitor for Respondent, Farmers & Merchants Bank, a corporation.

RECORDED

In Equity

Motion

A. M. Blocker
vs
Farmers & Merchants
Bank of Fisley.

Filed August 1930
T. W. Reeves
Clerk

3

No 827

Bond

RECORDED

Filed July 18/929

F W Kiessum

Register

A. M. Rhodes et al
vs
Farmers & Merchants
Bank of Poley.

Dismissal

Filed Feb 6th 1931
T. W. Rieman
Clerk

TO THE HONORABLE FRANCIS W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT OF THE STATE OF ALABAMA, SITTING IN EQUITY:

Humbly complaining, showeth unto your Honor your orators, Arthur M. Rhodes and E.B. Rhodes, as follows:

1.

Each and both of your orators are over the age of twenty-one years and are residents of the County of Baldwin and State of Alabama.

2.

Heretofore, and before the filing of this bill, one J.W.Randall made, executed and delivered, a certain promissory note of date August 1, 1927, in the sum of Twenty-five hundred Dollars ($2500.00), payable to your orators, with interest, on or before one year after date, all as appears by a copy of the said note which is attached to this bill of complaint, styled "Exhibit A" and made a part hereof. Upon the maturity of said note said Randall paid the interest thereon and the principal sum of the note was extended for one year so that it will mature on August 1st, 1929, all as appears from the endorsement made upon the back of the said note as appears in the copy of the said note attached hereto as Exhibit A as aforesaid.

3.

The said promissory note hereinbefore referred to and a copy of which is attached as Exhibit A, as aforesaid, was a renewal of an original note given by the said J.W.Randall to your orators on to-wit, August 1, 1926, to secure an indebt-

edness incurred by the said J.W.Randall to your said orators for money lent by your said orators to the said J.W.Randall as is shown by paid bill of exchange drawn, on a draft form of the Farmers & Merchants Bank of Foley, Alabama, on July 30th, 1926, to the order of the said Farmers & Merchants Bank addressed to your orator A.M.Rhodes and drawn by the said J.W.Randall, a copy of which paid draft or bill of exchange is attached hereto as "Exhibit B" to this bill of complaint and made a part hereof.

4.

At the same time that the said J.W.Randall drew on your oratpr A.M.Rhodes, as aforesaid, the said Randall wrote to your orator A.M.Rhodes, a letter, a copy of which is attached hereto and styled "Exhibit C", and made a part hereof. The "Bank in question" mentioned in the third paragraph of the said letter, is the Robertsdale State Bank.

5.

Accompanying the said letter was the stock certificate mentioned by the said Randall in the first paragraph of the said letter. The note mentioned in said paragraph was the original note which was taken up and supplanted by the renewal note hereinbefore referred to and a copy of which is attached as Exhibit A to this bill of complaint.

6.

Both the original note and the said certificate of stock came duly into the hands of your orator A.M. Rhodes with the said letter of July 26th, to the said A.M.Rhodes from the said J.W.Randall. Your orator A.M.Rhodes is the same person as the "Arthur Rhodes" to whom the said letter is addressed.

7.

The said draft or bill of exchange drawn by the said Randall on your orator A.M. Rhodes, was simply a method of borrowing by the said Randall from your orators. The Twenty-five hundred Dollars ($2500.00) lent by your said orators to the said Randall, was the property of both of your orators, and the blank space in the original note was so filled in, in like manner with the names of the payees in the renewal note, copy of which is attached hereto as Exhibit A, as aforesaid.

8.

The said certificate of stock, so sent as aforesaid by the said Randall to your orator A.M. Rhodes, is certificate No.13 for Twenty-four (24) shares of the capital stock of the Farmers and Merchants Bank of Foley, Alabama, and certifies that J.W.Randall is the owner of twenty-four (24) shares of the capital stock of the said Bank, of the par value of $100.00 each. This certificate of stock was endorsed on the back in the usual place by the said Randall in accordance with the usual practice accompanying the delivery of capital stock certificates as collateral security for a debt. A copy of the said stock certificate and the said endorsement thereon, are attached hereto as "Exhibit D" to this bill of complaint, and made a part hereof.

9.

Thereafter and before the filing of this bill, that is to say on to-wit the twelfth day of February, 1929, the said J.W. Randall departed this life intestate, and the Merchants National Bank of Mobile, a corporation, was duly appointed, and qualified as, administrator of the estate of the said J.W.Randall, deceased.

10.

The said Farmers & Merchants Bank of Foley claims that the said J.W.Randall died indebted to the said Bank in the sum of Seven thousand Six hundred and Twenty-three and 56/100 Dollars ($7,623.56) plus interest, and on to-wit the 22nd day of June, 1929, the said Farmers and Merchants Bank addressed and sent to your orator A.M.Rhodes, a notice that it is the purpose of the said Bank to advertise and sell the shares of capital stock of the Farmers & Merchants Bank of Foley which were owned by the said J.W.Randall at the time of his death and on which the Bank had not released its claim, all purporting to be pursuant to Section 7000 of the Code of Alabama of 1923. A copy of the said notice is attached hereto as "Exhibit E" and made a part hereof. The said Bank has informed your orators that it claims that it never released its claim of lien on the twenty-four shares of stock pledged with your orators by the said J.W.Randall and that it is the Bank's purpose to sell, along with other stock of the said J.W.Randall in the said Bank, the twenty-four shares held as pledge or collateral security as aforesaid by your orators.

11.

At the time that the said Randall wrote to your orator A.M.Rhodes on July 28th, 1926, at the time that the said Randall drew on your orator A.M.Rhodes on July 30th, 1926, at the time that to your orators were sent the said shares of stock together with the said letter and the original note, and at the time of the payment of the said draft by your orator A.M.Rhodes, and at all intervening times up to the time of the fatal injury of Mr. Randall which preceded his death, the said Randall was the president, managing officer and active executive head of the said Farmers & Merchants Bank of Foley.

12.

Seasonably after the receipt of said notice from the said Farmers & Merchants Bank of its intention to sell shares of the capital stock of the said Bank standing in the name of said Randall, including the shares held by your orators as pledge or collateral security as aforesaid, your orator A.M.Rhodes sought legal counsel and was advised that, upon the facts hereinbefore stated, the said bank had waived its lien so far as concerned the stock held by your orators as aforesaid, and had subordinated the Bank's lien to the lien of your orators' pledge. Thereupon your orator, A.M.Rhodes, called upon the officers of the said Farmer & Merchants Bank of Foley, and stated to them what your orators had been advised and endeavored to procure from them an undertaking to withdraw from their position and to exclude the stock, pledged to your orators, from the stock that the Bank intended to sell pursuant to the said notice. The officers of the Bank asked for time to consult their own legal counsel. On the 16th day of July, 1929, your orators were informed by the said Farmers & Merchants Bank of Foley, that it would not withdraw from its position nor accede to the position asserted by your orators; that the said Bank proposed and intended to sell the stock held by your orators as pledge or collateral security as aforesaid; and that your orators might take such action as they might deem proper.

13.

And your orators charge that under the facts hereinbefore in this bill stated, the said Farmers & Merchants Bank has waived its lien so far as concerns the stock pledged by the said Randall to your orators, and that the lien of the said Bank is subordinated to the lien of the pledge of said stock made by the said Randall to your orators.

14.

And your orators charge that it is the purpose and intention of said Farmers & Merchants Bank of Foley, to begin publication of advertisement for sale, pursuant to its said notice, on to-wit the 22nd day of July, 1929, and at the expiration of the said ten days published notice, to sell at public outcry the said stock so pledged by the said Randall to your orators, unless prevented by injunctive process from this Honorable Court.

15.

If action hereon be delayed until, in regular course under and pursuant to the statutes and rules of pleading and practice in chancery causes in this State, the pleading time of defendants will have expired, ~~the sale will have expired~~, the sale will have been made long since by said Bank before the time for answer to this bill of complaint will have come. The thirty days notice given in writing by the said Bank to your orator A.M.Rhodes, as hereinbefore mentioned and a copy of which is attached as Exhibit E to this bill of complaint as aforesaid, will expire with the 22nd day of July, 1929; and the ten days notice by publication will expire with the 1st day of August, 1929.

WHEREFORE, the premises considered, your orators pray that the said Farmers & Merchants Bank of Foley; and the said Merchants National Bank of Mobile as administrator of the estate of J.W.Randall, deceased, may be made parties defendant to this bill of complaint, and that the State's process of subpoena may issue to them, directed to them and to each of them, that is to say: To the said Farmers & Merchants Bank of Foley, Baldwin County, Alabama; and to the said Merchants National

Bank of Mobile as administrator of the estate of J.W.Randall, deceased, in Mobile, Alabama; commanding them, and each of them, personally to appear before your Honor in this Honorable Court, within thirty days from the service thereof and then and there to answer all and singular the premises, and to stand to and abide such order and decree therein as to this Honorable Court may seem meet.

And may it further please your Honor to grant forthwith, the State's preliminary or temporary writ of injunction pendente lite, to be directed to the said Farmers & Merchants Bank of Foley, restraining it and its officers, servants, agents and employees, from selling, or attempting to sell, directly or indirectly, the shares of the capital stock of the said Farmers & Merchants Bank of Foley, which were pledged to your orators by the said J.W.Randall as collateral security as aforesaid, and restraining them and each and all of them from taking any further action whatever looking to the sale of the said stock or the assertion of any rights therein hostile to or in pretended superiority to, or priority over, the rights of your orators in the said shares of stock, whether by claim of lien or otherwise, and further restraining them and each and all of them from doing anything whatever with reference to the said twenty-four shares of stock that would in any way alter or change the status quo with reference thereto now existing; such injunction to remain in force until the further orders of this Honorable Court.

And may it further please your Honor upon the final hearing of this cause to decree that the claimed lien of the said Farmers & Merchants Bank of Foley on the said twenty-four shares of stock pledged by the said J.W.Randall to your orators aforesaid, has been waived by the said Bank and is inferior and subordinate to the right, lien and claim of your orators in and to the said shares of stock, and that your orators be adjudged to have all the rights given by the laws of the State of

Alabama to the pledgees of choses in action, unhindered and unhampered by any claim or pretense by or on the part of the said Farmers & Merchants Bank of Foley,

And may it further please your Honor, upon a final hearing of said cause, to make said writ of injunction permanent against the said Farmers & Merchants Bank of Foley, its officers, agents, servants and employees, as aforesaid.

And may it further please your Honor to grant unto your orators such other and/or further and/or different relief as to your Honor may seem right, just, meet and proper in the premises.

And, as in duty bound, your orators will ever pray, etc.

Solicitors for Complainants.

STATE OF ALABAMA)
(
COUNTY OF)

On this 18 day of July, A.D., 1929, came before me, the undersigned officer authorized to administer oaths, Arthur M. Rhodes, to me known, who, being by me first duly sworn, doth on oath depose and say as follows:

I am the Arthur M. Rhodes, frequently referred to also in the foregoing bill of complaint as A.M.Rhodes, who is named in the foregoing bill of complaint. I am familiar with the facts therein stated and I make oath that they are true.

Subscribed and sworn to before me this 18 day of July, 1929)

FOOT NOTE.

The respondents, separately and severally, are required hereby to answer the allegations of the foregoing bill of complaint from and including paragraph 1 thereof to and

including paragraph 15 thereof; but not under oath as oath to answer is expressly waived.

Solicitors for the Complainant.

Upon the Complainants entering into bond in the sum of Seven hundred and fifty dollars conditioned and payable as required by law, it is ORDERED that an injunction be issued, pursuant to the prayer of Complainants' bill, restraining the Farmers & Merchants Bank of Foley, its officers, agents, servants and employees, from selling, or attempting to sell, directly or indirectly, the twenty-four (24) shares of the capital stock of the Farmers and Merchants Bank of Foley, which were pledged to the said A.M.Rhodes and E.B.Rhodes by the said J.W.Randall for a debt alleged to be owing from the said Randall to the said A.M. Rhodes and E.B.Rhodes; and from taking any action whatever looking to the sale of the said stock or the assertion of any rights therein hostile to or in pretended superiority to, or priority over, the rights of the said A.M.Rhodes and E.B. Rhodes; and from doing anything whatever to change the status quo now existing with reference to the said shares of stock; until further orders from this Court.

Done this 18th day of July, 1929

Judge of the Circuit Court of the Thirteenth Judicial Circuit of Alabama, Sitting in Equity.

"EXHIBIT A"

$2500.00 Loxley, Ala., August 1st 1927

On or before One year after date, without grace, I promise to pay to the order of A.M. Rhodes or E.B.Rhodes, Twenty Five Hundred and No/100 - Dollars, with interest at 8% per annum payable semi-annually

For value received. Payable at the Loxley State Bank, Loxley, Ala.

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 maybe 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.

Signed: J.W.Randall

Due _____

(On the back of note is following endorsement)

The undersigned endorsers assume the contract shown by the face of this note, and in addition thereto waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and agrees that the time of payment may be extended without notice to him of such extension; that 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 him. And each endorser further waives all right to exemption as to personal property under the laws of the State of Alabama and of all other states as to this debt; and each agrees to pay all costs of collecting, securing or attempting to collect or secure, including an attorney fee of 15%, whether the same be collected by suit or otherwise.

Extended for one year to Aug.1st,1929
(Signed)A.M.Rhodes

Int.paid	Feb.1, 1928	100.00
" "	Aug.1, 1928	100.00
Int.paid	Feb.1, 1928	100

"EXHIBIT B"

FARMERS & MERCHANTS BANK
61-292

No. [illegible]

Foley, Alabama July 30,1926

Pay to the order of Farmers & Merchants Bank,Foley,Ala.$2500.00

Exactly Two thousand Five hundred Dollars exactly Dollars
with exchange
Value received and charge the same to account of

To A.M.Rhodes,
Robertsdale,Ala.
Robertsdale State Bank)

(Signed) J.W.Randall

(On end "Customer's Draft")

(Stamped) (August 10 1926 PAID)
(Robertsdale State Bank)
(Robertsdale,Ala.)
(N.P.61292)

(Endorsement on Back, as follows:)

"Pay any Bank, Banker or Trust Co.
or order
All Prior Endorsements
Guaranteed.
Farmers & Merchants Bank,
Foley, Alabama."

"EXHIBIT C"

J.W.Randall,President V.F.Gaar,Vice President H.L.McCain,Cashier

FARMERS & MERCHANTS BANK

Capital $40,000

Directors
V.F.Gaar
P.J.Cooney
J.W.Randall
A.N.Hayselden
E.C.Meredith Jr.
H.L.McCain

Foley, Ala.
July 28th, 1926

Mr. Arthur Rhodes,
Robertsdale, Ala.

Dear Arthur:

I am enclosing my note for 2500.00 due and payable one year from Aug.Ist1926, with interest payable semi-annually at 8% also as collateral 24 shares of stock of the Farmers and Merchants Bank which I value at approximately $5000.00.

I am drawing on you at the Robertsdale State Bank for the $2500.00.

I handled transaction thus so that the Bank in question need not know of the transaction unless you care to advise them.

You will notice that I did not fill in the name of payee in note as I was not sure wther it should be yourself or wife. You can fill it in.

With kindest regards to self and Mrs.Rhodes,

Yours very truly,

Signed: J.W.Randall

"EXHIBIT D"

INCORPORATED UNDER THE LAWS
OF ALABAMA.

Number
13

Shares
-24-

FARMERS AND MERCHANTS BANK
Foley, Alabama

Capital Stock $40,000.00

THIS CERTIFIES THAT J.W.Randall
is the owner of Twenty-four shares of the Capital Stock of Farmers and Merchants Bank, Par Value $100.00 each transferable only on the books of this Corporation in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 10th day of February, A.D.1925

Signed: Miles M.Morris, Cashier) Signed: B.F.Hilcher, President

(SEAL)

Endorsed on back as follows:

For Value Received _____ hereby sell, assign and transfer

unto _____

_____ Shares

of the Capital Stock represented by the within Certificate, and

do hereby irrevocably constitute and appoint _____

to transfer the said Stock on the books of the within named

Corporation with full power of substitution in the premises.

Dated _____ 19
In presence of

(Signed) W.A.Stoddard (Signed) J.W.Randall

Notice: The signature of this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement or any change whatever.

"EXHIBIT E"

V.F.Gaar,President H.L.McCain,Vice-Pres &Cashier E.F.Sanders, Assistant Cashier

FARMERS & MERCHANTS BANK
Capital $40,000

Directors
V.F.Gaar
D.Z.Grove
George Holk
H.L.McCain
Mrs.W.A.Stoddard

Foley, Ala.

JUNE TWENTY SECOND, 1929

MR. A.B. Rhodes,
Robertsdale, Ala.

Please take notice that Mr. J.W.Randall was indebted to the Farmers & Merchants Bank at Foley, Alabama, in the amount of $7,623.56 plus accrued interest up to date, which amount still remains unpaid. In accordance with Section 7000 of the Code of Alabama of 1923, we give you notice that thirty days hence we will advertise for sale the Capital Stock of the Farmers & Merchants Bank of Foley, Alabama, owned by Mr. J.W. Randall at the time of his death and on which we had not released our claim, and after ten days notice of the time and place of sale published in The Onlooker, a newspaper published in Foley, this Stock will be sold at public auction to the highest bidder and the proceeds of such sale applied to Mr.Randall's indebtedness to this Bank.

FARMERS & MERCHANTS BANK,

By (Signed) H.L.McCain
Vice-Pres. & Cashier

REG MAIL.

ARTHUR M. RHODES et al, Complainants,	IN THE CIRCUIT COURT OF
vs.	BALDWIN COUNTY, ALABAMA.
FARMERS AND MERCHANTS BANK OF FOLEY, et als, Defendants.	IN EQUITY.

Come the complainants and, pursuant to the statutes of the State of Alabama in such case made and provided, exhibit the interrogatories, hereinafter set out, to the defendant Farmers and Merchants Bank of Foley and call upon the said defendant to answer the said interrogatories:

Interrogatory 1: Set out a tabulated list and statement of the items of the indebtedness that you claim exist from J.W.Randall, or his estate, or his personal representatives, to you.

Interrogatory 2: Set out a tabulated list and statement of the indebtedness that you claim was due from the late J.W.Randall to you at the time of his death.

Interrogatory 3: Is it not a fact that, as to each item of indebtedness that you claim against the said J.W.Randall, he, as President of the Farmers and Merchants Bank of Foley, lent to himself, J.W.Randall as an individual, the money mentioned in the said item? Do not answer in block or bulk but answer separately as to each item of indebtedness. If, as to any item, your answer is "no", state fully and in detail the facts and circumstances surrounding the incurring of the said claimed item of indebtedness from the said J.W. Randall to the said Bank.

Interrogatory 4: Who were the directors of the Farmers and Merchants Bank of Foley at the time of the incurring of each item of the claimed indebtedness? Answer separately as to each item.

Interrogatory 5: State, as to each item of claimed indebtedness, what security, if any, was given by the said J.W. Randall to the said Farmers and Merchants Bank of Foley. Answer separately as to each transaction.

Interrogatory 6: Append to your answers full, true and correct copies of the archives of the Bank, showing the submission to, and approval by, the Board of Directors of the Bank, of each loan from said Farmers and Merchants Bank of Foley to the said J.W.Randall; or, if the incurring of the claimed indebtedness was in some fashion other than by loan, showing the submission to, and approval by, the Board of Directors, of the incurring of the indebtedness by the said J.W.Randall to the said Farmers and Merchants Bank of Foley. Answer fully as to each transaction.

Interrogatory 7: Did the Farmers and Merchants Bank of Foley, at the time of incurring of any of the items of indebtedness claimed to exist from the said J.W.Randall to the Farmers and Merchants Bank of Foley, have a loan committee of its Directors, to whom the Board of Directors had delegated the power to pass on loans? If yea, state the names of the members of such loan committee on each such occasion and append to your answers a true, full and correct copy of all the archives of the Bank, showing the submission to, and approval by, such loan committee, of each loan or other method of incurring indebtedness.

Interrogatory 8: Is it not a fact that each loan that was made by the Farmers and Merchants Bank of Foley to the said J.W.Randall, was made by the said Randall as President of the Bank, to himself as an individual, without the intervention of H.L. McCain as cashier, or any other officer or director of said Bank? Answer separately as to each claimed item of indebtedness.

Interrogatory 9: Do you still claim the existence of the said indebtedness from the estate of the said J.W.Randall to the said Farmers and Merchants Bank of Foley, or have you abandoned the claim or any part thereof? Are you still insisting that there is presently existing, due and payable, the indebtedness claimed by the said Farmers and Merchants Bank of Foley from and against the said J.W. Randall and his estate? Are you still insisting that there exists upon stock standing in the name of the said J.W.Randall, on the books of the said Bank, a lien to satisfy the said claimed indebtedness?

Interrogatory 10: At the time of the death of the said J.W.Randall, how many shares did he own of the capital stock of the Farmers and Merchants Bank of Foley and into how many certificates was such stock ownership divided; by how many certificates was it evidenced? State the certificate number of each certificate of stock, how many shares each certificate represented and what disposition, if any, the stock books of the Bank show had been made by Mr. Randall of his stock or any part of it?

Interrogatory 11: State; as of the time of each loan or other incurring of indebtedness by which the said J.W. Randall became indebted, as you claim, to the Bank of Foley; what was the total capital, what was the surplus and what was the amount of undivided profits, of the Farmers and Merchants Bank of Foley. Answer fully and separately, as to each item of claimed indebtedness, as of the time of such claimed indebtedness.

Interrogatory 12: State; as to each item of claimed indebtedness of J.W.Randall to the Farmers and Merchants Bank of Foley, how the transfer of funds was actually accomplished; whether by transfer on the books of the Bank, by check, or otherwise. Answer fully as to each item of the claimed indebtedness. If in any instance the transfer was

by book entry, append a full, true and correct copy of the book entry, and state all of the circumstances surrounding the entry. If any transfer of funds was by check, attach, in each instance, a full, true and correct copy of the check or checks, including signatures. As to the book entries, state who instructed the entries and who made them.

Interrogatory 13: At what time do you claim that you first learned that J.W.Randall had pledged to complainants any of his stock in the Farmers and Merchants Bank of Foley? How do you claim to have acquired this knowledge? Through what officer, employee, servant, agent or director of the Bank do you claim to have acquired such knowledge; and from whom; and under what circumstances? Answer fully and in detail.

Interrogatory 14: Appended as Exhibit "B" to the bill of complaint in this cause, is a copy of the draft or bill of exchange, by which Mr. Randall procured from complainants the $2500.00 loan, to secure the repayment of whihh he pledged the shares of stock touching which this litigation is being had. A copy of the said bill of exchange is here set out.

"EXHIBIT B."

FARMERS & MERCHANTS BANK. No._____
61-292

Foley,Alabama,July30,1926.

Pay to the order of Farmers & Merchants Bank, Foley,Ala.$2500.00

EXACTLY TWO THOUSAND FIVE HUNDRED DOLLARS exactly DOLLARS
With exchange

Value received and charge the same to account of

(Signed) J.W.Randall

To A.M.Rhodes)
Robertsdale,Ala. (
Robertsdale State Bank)

(On end "Customer's Draft")
(Stamped)(August 10 1926 PAID)
(ROBERTSDALE STATE BANK)
(Robertsdale,Ala.)
(N.P. 61292)

(Endorsement on back,as follows:)
"Pay any Bank,Banker or
Trust Co., or order
All Prior Endorsements
guaranteed.
FARMERS & MERCHANTS BANK,
Foley, Alabama."

That Bill of Exchange was drawn on the printed form of the Farmers & Merchants Bank of Foley and was drawn payable to your order, the drawer being J.W. Randall and the drawee being complainant Arthur Rhodes. This draft was endorsed by you and shows, by the paid stamp on its face, that it was paid to the Robertsdale State Bank by the said Rhodes on August 10th, 1926.

State what advices or information you had from the Robertsdale State Bank touching the payment of this money, paid into the Robertsdale State Bank by Mr. Rhodes on the draft drawn by Mr. Randall to your order and endorsed by you. If the advices or information were in writing, attach them to your answers. If you should be unwilling to attach the originals, attach full, true and correct copies thereof. Did the money stay in the Robertsdale State Bank for your account or was it remitted to you? In either event, state what inquiry you made to ascertain the source of the $2500.00 added to the funds for account of your Bank. It is a fact, is it not, that in your banking transactions a $2500.00 sum of money was a sufficiently large transaction to invite inquiry as to its source, if it were an addition to funds in your hands or in the hands of others for your account? What book entries did you make touching the said $2500.00? Set out a full, true and correct copy of such book entries, and state who made them and under whose instructions. How did the money get from the Farmers & Merchants Bank into the hands of the said J.W.Randall?

Interrogatory 15: You knew, at the time of the transaction inquired about in the last preceding interrogatory, that Mr. Randall had borrowed the said money from Mr. Rhodes, did you not?

Interrogatory 16: You knew that Mr. Randall was interested in many different activities in Baldwin County, was largely extended and was heavily involved, did you not? State

fully how and under what circumstances, in view of Mr. Randall's many commitments and enterprises and your knowledge thereof, you permitted him to become so heavily in your debt, as you claim. Answer fully.

Pillsbury, Lurkhart & Graham
Solicitors for Complainants.

7

ARTHUR M. RHODES, et al, Complainants, vs FARMERS AND MERCHANTS BANK OF FOLEY, et als Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.

The complainants herein have this day filed interrogatories to the defendants the Farmers and Merchants Bank of Foley, pursuant to the statutes of Alabama in such case made and provided.

WHEREFORE IT IS ORDERED that a copy of the said interrogatories issue and that the said copy be served upon the Farmers and Merchants Bank of Foley, and that the said Farmers and Merchants Bank of Foley must answer the said interrogatories, verified by the persons having knowledge of the matters set out in the said answer, within sixty days after the date of service of the said copy of interrogatories upon the said Farmers and Merchants Bank of Foley.

And it is further ORDERED, that at the same time with the service, on the Farmers and Merchants Bank of Foley, of the said copy of the said interrogatories, there shall be served also upon the said Farmers and Merchants Bank of Foley, a copy of this order.

DONE this 9 day of December, A.D., 1929.

T. M. McCleuney
Register of the Circuit Court of
Baldwin County, Alabama.

ARTHUR M. RHODES, ET AL., Complainants,	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.
VS.	)	In Equity.
FARMERS & MERCHANTS BANK OF FOLEY, ET AL., Respondents.	)	File No. ____.

This cause comes on to be heard this twenty-sixth day of September, A. D., 1929, on demurrer of respondent, Farmers & Merchants Bank, to the bill of complaint, that the bill of complaint lacks equity; and the Court, having heard and considered the bill and the demurrer, and having heard counsel pro and contra, is of the opinion that the demurrer is ill taken.

Wherefore, it is ordered, adjudged and decreed that the said demurrer of the said Farmers & Merchants Bank to the said bill of complaint, that there is no equity in the bill, be and the same hereby is, overruled.

F. W. Hare
Judge.

M

RECORDED

Recorded on number

Filed Sept 26/1929
J M Kinnan
Register

ARTHUR M. RHODES et al., Complainants, vs. FARMERS AND MERCHANTS BANK OF FOLEY, et al., Defendants.	IN THE CIRCUIT COURT-EQUITY SIDE. STATE OF ALABAMA. BALDWIN COUNTY.

ANSWERS BY FARMERS AND MERCHANTS BANK TO INTERROGATORIES PROPOUNDED BY COMPLAINANTS.

Comes the Defendant, Farmers and Merchants Bank of Foley, Alabama, and answering the Interrogatories propounded to it by the Complainants, says:

1. Answering "Interrogatory 1", this Defendant says that the following is a tabulated list and statement of the items of the indebtedness that it claims exists from J. W. Randall, deceased, or his estate, or his personal representative, to this Defendant, viz.:

Loan originally made February 8, 1926, now evidenced by note dated November 29, 1928, due January 1st, 1929,	$1,250.00
Loan originally made March 5, 1926, now evidenced by note dated December 14, 1928, due February 23, 1929,	1,300.00
Loan originally made April 2, 1927, now evidenced by note dated October 30, 1928, due January 1st, 1929,	364.37
Loan originally made December 30, 1927, now evidenced by note dated November 24, 1928, due January 1st, 1929,	5,000.00

2. Answering "Interrogatory 2", this Defendant says that the tabulated list and statement of the indebtedness that it claims was due from the late J. W. Randall to it at the time of his death is as set out in answer to "Interrogatory 1".

3. Answering "Interrogatory 3", this Defendant says that it is not a fact that, as to each item of indebtedness that this Defendant claims against the said J. W. Randall, he, as President of this defendant Bank, lent to himself, J. W. Randall, as an individual, the money mentioned in the said item. The first three

loans by these answers above shown and aggregating the sum of Two Thousand Nine Hundred Fourteen and 37/100 Dollars ($2,914.37) were originally made by the said J. W. Randall as President to himself as an individual but, as in the case of all loans to an officer of the Bank, were subject to approval, ratification and confirmation by the Board of Directors, and were so approved, ratified and confirmed by the Board of Directors at meetings thereof regularly held, each loan being so approved at the next regular meeting following the making thereof. As to the fourth loan in the sum of Five Thousand Dollars ($5,000.00), this was, prior to the making thereof, submitted to the Board of Directors and by it approved and authorized at a meeting of such Board regularly held.

4. Answering "Interrogatory 4", this Defendant says that at the time of making the first three loans above shown, the Directors of this defendant Bank were Miles M. Morris, A. N. Hayselden, J. W. Randall, P. J. Cooney, Victor F. Gaar and E. C. Meredith, Jr., and that at the time of the making of the Five Thousand Dollars ($5,000.00) loan the Directors of this defendant Bank were Victor F. Gaar, H. L. McCain, P. J. Cooney, E. C. Meredith, Jr., D. Z. Grove, A. N. Hayselden and J. W. Randall.

5. Answering "Interrogatory 5", this Defendant says that security given by the said J. W. Randall with respect to each of said loans was as follows: First loan of Twelve Hundred Fifty Dollars ($1250.00), 13 shares of the capital stock of the Daphne State Bank, Daphne, Ala; second loan of Thirteen Hundred Dollars ($1300.00) above shown, no security - unsecured note; for third loan of Three Hundred Sixty-four and 37/100 Dollars ($364.37) above shown, no security - unsecured note; for the fourth loan of Five Thousand Dollars ($5,000.00) above shown, 60 shares of the capital stock of the Loxley Farms Company, a corporation, of Loxley, Alabama.

6. Answering "Interrogatory 6", this Defendant says that a copy of the approval by the Board of Directors, to whom the

fourth loan of Five Thousand Dollars ($5,000.00) above shown was submitted before the making thereof, is as follows: "We, the Board of Directors of the Farmers & Merchants Bank of Foley, hereby approve a loan of $5,000.00 to J. W. Randall, said loan to be secured by 60 shares of Stock in the Loxley Farms Company." This is dated December 21, 1927, and signed by Victor F. Gaar, P. J. Cooney, A. N. Hayselden, D. Z. Grove, H. L. McCain and E. C. Meredith, Jr., Directors. On the other loans above shown no separate approval appears in the Minute Book. However, on all loans of One Thousand Dollars ($1,000.00) or more, both original and renewal loans, such loans are listed in the Minute Book on each renewal date or on the date the loan was made, likewise with all loans to officers and Directors, whether originals or renewals and for any amounts, the Minutes covering the same in bulk reading as follows: "The following new loans and renewals made since the previous meeting of the Board of Directors were read, and on motion which was duly seconded, stood approved." Such Minutes were signed by all of the Directors in attendance at each of said meetings.

7. Answering "Interrogatory 7", this Defendant says that the Farmers and Merchants Bank at the time of the making of the several loans to J. W. Randall as above shown, did not have a Loan Committee separate and distinct from the Board of Directors and to whom the Board had delegated the power to pass on loans, this right and power to pass on loans being reserved by the Directors to themselves as a Board.

8. Answering "Interrogatory 8", this Defendant says that it is not a fact that each loan that was made by the Farmers & Merchants Bank of Foley to the said J. W. Randall was made by the said Randall as President of the Bank to himself as an individual without the intervention of H. L. McCain, as Cashier, or any other officer or Director of said Bank, each of said loans being handled as hereinabove set out. H. L. McCain was not an officer of nor connected with said Bank at the time the first three of said loans were made, but was an officer of and connected with said Bank as Cashier at the time of the making of the

fourth loan, and as such Cashier was consulted by and conferred with the Board of Directors at its meeting when the request for the Five Thousand Dollars ($5,000.00) loan was submitted to the Board.

9. Answering "Interrogatory 9", this Defendant says that it still claims the existence of the indebtedness under the loans above shown and claims the same from the estate of the said J. W. Randall, deceased, to the said Farmers & Merchants Bank of Foley, it not having abandoned such claims, or any part thereof. This Defendant is still insisting that there is presently existing, due and payable all of such indebtedness to it from and against the said J. W. Randall and his estate. This Defendant is still insisting that there exists upon stock standing in the name of the said J. W. Randall on the books of this defendant a lien to satisfy such indebtedness.

10. Answering "Interrogatory 10", this Defendant says that at the time of the death of the said J. W. Randall he owned eighty-six (86) shares of the capital stock of this defendant, same being divided into the following certificates, viz.:

Certificate Number 13 for twenty-four (24) shares;

Certificate Number 21 for twelve (12) shares;

Certificate Number 22 for twenty (20) shares;

Certificate Number 23 for twenty (20) shares, and

Certificate Number 24 for ten (10) shares.

The stock books show that the above certificates and shares represented thereby were subjected to other loans and the lien of this defendant Bank waived as to such other loans, by written waivers made a part of the records of this defendant Bank as follows:

Certificate Number 13 for twenty-four (24) shares unpledged and no waiver by this defendant of its lien.

Certificate Number 21 for twelve (12) shares pledged by J. W. Randall to Merchants National Bank of Mobile, Alabama, as security for loan made him by such Bank, this defendant Bank waiving in writing its lien thereon.

Certificate Number 22 for twenty (20) shares pledged by J. W. Randall to Merchants National Bank of Mobile, Alabama, as security for loan made by it to him, this defendant Bank having waived in writing its lien thereon.

Certificate Number 23 for twenty (20) shares pledged by J. W. Randall to First National Bank of Mobile, Mobile, Alabama, as security for loan made by it to him, this defendant Bank waiving in writing its lien thereon.

Certificate Number 24 for ten (10) shares unpledged and no waiver by this defendant of its lien.

11. This Defendant objects separately and severally to the questions propounded under "Interrogatory 11", and declines to answer same unless so ordered by the court, and as grounds for such objection and declining to answer assigns separately and severally the following:

1st. For that said questions call for incompetent evidence.

2nd. For that said questions call for immaterial evidence.

3rd. For that said questions call for irrelevant evidence.

12. Answering "Interrogatory 12", this Defendant says that in each instance the moneys representing the loans made as hereinabove stated were credited to the account of J. W. Randall, except for the Five Thousand Dollars ($5,000.00), which was placed to the credit of the Over State Transportation Company; all such credits being made and moneys so placed under instructions from J. W. Randall, the party making the loan in each instance.

13. Answering "Interrogatory 13", this Defendant says
t it first learned that J. W. Randall had pledged to the Com-
ants in this cause any of his stock in this defendant Bank
hirty days after the death of J. W. Randall, when it was
im by Mr. A. M. Rhodes to that effect. This information was
y Mr. Rhodes to H. L. McCain, Cashier and Vice President

of this defendant Bank, Mr. Rhodes coming to the Bank, advising that he had loaned to Randall Twenty-five Hundred Dollars ($2500.00) on his note and that Randall had put up Certificate Number 13 for twenty-four (24) shares of our stock as security, and Rhodes requested that we give to him a waiver or release of our lien on such shares. This was refused, we advising him that the Bank had not any knowledge or notice of such loan, nor any knowledge or notice of such attempted pledge of stock, that Randall was indebted to the Bank, that the Bank had at no time waived or released its lien on such stock; that it still retained such lien and was looking to same in connection with the indebtedness due it by Randall.

14. Answering "Interrogatory 14", this Defendant says that the Twenty-five Hundred Dollars ($2500.00) draft was mailed to the Robertsdale State Bank, with instructions for it to mail to us its Cashier's Check, which it did. This defendant Bank did not in this instance, any more than it did in any other like instance, make any inquiries as to why J. W. Randall was drawing on A. M. Rhodes. It is not a fact that in our banking transactions a $2500.00 sum of money was a sufficiently large transaction to invite inquiry as to its source, if it were an addition to funds in our hands or in the hands of others for our account; it was not our custom nor is it our custom now to make inquiries from our customers as to the source of moneys which they might deposit from time to time. Upon the payment of the Cashier's Check from the Robertsdale State Bank, the amount was deposited to the personal account of J. W. Randall and by him checked out.

15. Answering "Interrogatory 15", this Defendant says that it did not know, at the time of the transaction inquired about in the last preceding interrogatory, that Mr. Randall had borrowed the said money from Mr. Rhodes.

16. Answering "Interrogatory 16", this Defendant says that it did not know until after the death of J. W. Randall as to the nature and extent of his different activities in Baldwin Coun-

ty, nor did it know until after his death that he was heavily involved.

The circumstances in connection with each of the loans are fully shown by the foregoing Answers, all being confirmed by the Board of Directors after making, with the exception of the Five Thousand Dollars ($5,000.00) loan, which was approved by the Board of Directors prior to the making thereof.

FARMERS AND MERCHANTS BANK,

By H. L. McCain
As its Vice President and Cashier.

Defendant.

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, the undersigned authority in and for said County in said State, personally appeared H. L. McCain, who is known to me and who, after being by me first duly and legally sworn, deposes and says under oath as follows:

That his name is H. L. McCain; that he is the same person whose name is signed to the foregoing Answers as the Vice President and Cashier of the Farmers and Merchants Bank of Foley, Alabama; that as such Vice President and Cashier he is authorized to make such Answers, and this Affidavit, and that the foregoing Answers are true.

H. L. McCain

Sworn to and subscribed before me, a Notary Public, as witness my hand and seal, this 14 day of March, 1930.

Notary Public, Baldwin County, State of Alabama.