

CHANCERY EXECUTION
BILL OF COSTS

No. 967

George Wenzel
Vs.
Baldwin Credit Co

Plaintiff

Defendant

FEES OF REGISTER		Dollars	Cents	Brought Forward	
Filing each bill and other papers	\$ 10		10	For Receiving, keeping and paying out or distributing money, etc.; 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	
Issuing each subpoena	50		50	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.	
Issuing each copy thereof	40		40	Each notice sent by mail to creditor	15
Entering each return thereof	15			Filing, receipting for and docketing each claim, etc.	25
For each order of publication	1 00			For all entries on subpoena docket, etc.	50
Issuing writ of injunction	1 50			For all entries on commission docket, etc.	50
For each copy thereof	50			Making final record, per 100 words	15
Entering each return thereof	15			Certified copy of decree	1 00
Issuing Writ of Attachment	1 00			Report of divorce to State Health Office (Acts 1915)	50
Entering each return thereof	15			Total Fees of Register	
Docketing each case	1 00			FEES OF SHERIFF	
Entering each appearance	25			Serving and returning subpoena on deft.	\$1 50
Issuing each decree pro confesso on per. ser.	1 00			Serving and returning subpoena for witness	65
Issuing each decree pro confesso on publica.	1 00			Levy on attachment	3 00
Each order appointing guardian	1 00			Entering and returning same	25
Any other order by Register	50			Selling property attached	75
Issuing commission to take testimony	10			Impaneling Jury	2 50
Receiving and filing	10			Executing writ of possession	1 50
Endorsing each package	50			Collecting execution for costs	65
Entering order submitting cause	25			Serving and returning sci. fa., each	65
Entering any other order of court	50			Serving and returning notice	65
Noting all testimony	1 00			Serving and returning writ of injunction	1 50
Abstract of cause, etc.	75			Serving and returning writ of exeat	1 50
Entering each decree	15			Taking and approving bonds, each	75
For every 100 words over 500	3 00			Collecting money on execution	2 50
Taking account, etc.	15			Making deed	1 00
Taking testimony, etc.	2 50			Serving and returning application, etc.	1 50
Each report, 500 words or less	15			Serving attachment, contempt of court	1 50
For every 100 words over 500	2 00			Total Fees of Sheriff	3 25
Amount claimed less than \$500, etc.	25			RECAPITULATION	
Issuing each subpoena	25			Register's Fees	4 90
Witness certificate, each	75			Sheriff's Fees	3 25
Issuing execution, each	15			Commissioner's Fees	
Entering each return	1 00			Solicitor's Fees	
Taking and approving bond, each	15			Witness Fees	
Making copy of bill, etc.	50			Guardian Ad Litem	
Each notice not otherwise provided for	50			Printer's Fees	3 00
Each certificate or affidavit, with seal	25			Trial Tax	
Each certificate or affidavit, no seal	3 00			Recording Decree in Probate Court	
Hearing and passing on application, etc.	3 00			Total	11 15
Each settlement with receiver, etc.	10				
Examining each voucher of Receiver, etc.	3 00				
Examining each answer, etc.	75				
Recording resignation, etc.	50				
Entering each certificate to Supreme Court	25				
Taking questions and answers, etc.	1 00				
For all other ser relating to such proceedings					
For services in proceeding to relieve minors, etc., same fee as in similar cases.					
Commission on sales, etc: 1st \$100, 2 per ct.; all over \$100 and not exceeding \$1,000, 1 1-2 per ct: all over \$1,000, and not exceeding \$20,000, 1 per ct.; all over \$20,000, 1-4 of 1 per ct.					
Sub Total Carried Forward		4	90		

The State of Alabama, {
Baldwin County.

No. 967

Circuit Court, In Equity

Term, 1935

To Any Sheriff of the State of Alabama—GREETING:

You are hereby commanded, That of the goods and chattels, lands and tenements of

Baldwin Credit Company Defendant
you cause to be made the sum of Dollars,

which George Wenzel Plaintiff
recovered of it on the 21 day of Aug 1935

by the judgment of our Circuit Court, held for the county of Baldwin, besides the sum of Dollars,

costs of suit, and have the same to render to the said Robert J. Runk
and make return of this Writ and the execution thereof, according to law.

Interest from 193 to date of collection.

Witness my hand, this 22 day of August 1935
Robert J. Runk, Register.

No. 967

The State of Alabama,
Baldwin County.

Circuit Court, In Equity.

vs.

CHANCERY EXECUTION
Fi. Fa.

\$

Total \$

Fee Book Page

Execution Docket Page

Complainant's Solicitor.

The State of Alabama,
Baldwin County.

ha duly waived right
to the exemption of personal property as to
the collection of the debt for which this execu-
tion is issued.

Register.

Received in office this

day of 193

Sheriff

Execution Docket Page

MOORE PRINTING CO., DAY MINEYER, ALA.

The State of Alabama,
Baldwin County.

By virtue of the within execution I have levied

GEORGE WENZEL,
Complainant,

vs

BALDWIN CREDIT COMPANY, INC.,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Comes the Respondent in the above styled cause and
in answer to Complainant's Bill of Complaint says:

FIRST:

The Respondent admits the allegations as set forth
in Complainant's Bill of Complaint as to paragraphs First, Second and
Fifth only, with the exception of the date judgment by default was
taken.

SECOND:

The said Respondent denies each and every allega-
tion of paragraphs Third and Fourth as set forth in said bill of
Complaint.

And for further answer to the said Complainant's
Bill of Complaint the Respondent says:

THIRD:

The the Summons and Complaint referred to in said
Bill of Complaint was served on the said Complainant for than thirty
days before judgment by default was taken as shown by Sheriff's
return.

FOURTH:

The said Respondent denies each and every allegation
of the said Bill of Complaint not specifically referred to herein.

Deebe & Hall
Solicitors for Respondent.

967

RECORDED

GEORGE WENZEL,
Complainant,

vs

BALDWIN CREDIT COMPANY, INC.,
Respondent.

ANSWER

Filed March 31st, 1933.

T. M. Macnam
Register.

George Menzel,

Complainant.

Vs.

Baldwin Credit Company,

Respondent.

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)

In the Circuit Court,

Baldwin County, Alabama.

In Equity.

This cause coming on to be heard is submitted on demurrer to the Bill of Complaint and upon consideration of said demurrer I am of the opinion same is not well taken.

It is therefore, ordered, adjudged and decreed by the Court that said demurrer be, and same hereby is, overruled and denied.

Respondent allowed thirty days to file answer.

This February 11th., 1933.

J. W. Hare
Judge.

George Wenzel,
Complainant.
Vs.

Baldwin Credit Company,
Respondent.

In the Circuit Court,
Baldwin County, Alabama.
In Equity.

This cause coming on to be heard is submitted on demurrer to the Bill of Complaint and upon consideration of said demurrer I am of the opinion same is not well taken.

It is therefore, ordered, adjudged and decreed by the Court that said demurrer be, and same hereby is, overruled and denied.

Respondent allowed thirty days to file answer.

This February 11th., 1933.

J. W. Hare
Judge.

OTC TO NON-RESIDENTS

JAMES B. ADAMS, Complainant, vs.
JAMES CAMPBELL ET AL AND DEFEND-
ANTS.

In the Circuit Court-Paulk Side
State of Alabama-Baldwin County,
It having been made to appear in
the above cause from the Affidavit of
R. C. Heard one of the Solicitors of
this court, unopposed case, that the De-
fendants to the Bill of Complaint in
said cause are non-residents of the
State of Alabama, a more particular
address being unknown,

It is therefore ordered, adjudged
and decreed that said Defendants,
James Campbell, Richard Heard of
James Carpenter, Richard Hurvin or
James Carpenter, Richard Johnson,
Edward Adam Robinson, James D.
Harris, O. Adam Hollister, James D.
Goodale, James Kennedy, unknown heirs
of James Knapp, John A. Watson,
unknown heirs of John A. Watson,
John W. Jones, unknown heirs of Joel
Jones, George Washington Owens,
unknown heirs of George Washington
Owens, Mary Ann Goodbold, unknown
heirs of Mary Ann Goodbold, Charles
Boleman, unknown heirs of Charles
A. Boleman, Eugenia Boleman, un-
known heirs of Eugenia Boleman,
Lena L. Lunsford, unknown heirs of
Lena L. Lunsford, Lily Belleger, un-
known heirs of Lily Belleger, John
Belenger, unknown heirs of John
Belenger, unknown heirs of William
Jones, David Moniac, unknown heirs
of David Moniac, Gault Grebs, Emil J.
Grebs, unknown heirs of Emil J.
Grebs, unknown heirs of Emil J.
Reiber, present in this court and an
answer directed to deny to the Bill of
Complaint in this cause filed on or be-
fore the 1st day of June, 1931 or on later
date, judgment of the circuit court,
Alabama, entered on the 6th of July, said date,
that all family days from said date
to December 31st, 1930, be taken
against them. It is further ordered
adjudged and decreed that the Reg-
ister of this Court have this order
published in the Baldwin Times, a
newspaper published at Bay Minette
once a week, for four consecutive weeks
and further that within twenty days
from the making of this Order he
deposit a copy of this Order in the front
door of the Courthouse of this county,
in witness whereof, I T. W. Richter,
Sole & Referee, hereunto set my hand
on this the 12 day of May, 1931.

T. W. RICHMOND, Register 15-46

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

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

THE BALDWIN TIMES

BAY MINETTE, ALA.

o L

BAY MINETTE, ALA.

M. J. W. Richardson - Clerk.

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

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

414 S. B. Adams vs James Carpenter.

371 words @ 4½

1670

The State of Alabama, }
Baldwin County

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY

To Any Sheriff of the State of Alabama---GREETING:

WE COMMAND YOU, That you summon Carrie L. Clemmons,

Mobile, Alabama.

of Mobile County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by S.B. Adams

against said Carrie L. Clemmons

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 7th day of

May 1931

T. W. Richerson Register.

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

68
1

Bernstein
RECORDED
Original

Serve on _____
Circuit Court of Baldwin County
In Equity.

No. _____

SUMMONS

S.B. Adams

vs.

Carrie L. Clemmons

W. H. Adams
Adm.

Hybart, Heard & Chason
Solicitor for Complainant.

Recorded in Vol. _____ Page _____

RECORDED

The State of Alabama,
BALDWIN COUNTY.

Received in office this 20

day of May 1931

J. H. Adams, Jr.
Sheriff.

Executed this 22 day of

May 1931

by leaving a copy of the within Summons with

Carrie L. Clemmons
Defendant.

J. H. Adams, Jr.
Sheriff.

By *More Bernstein*
Deputy Sheriff.

The State of Alabama, }
Baldwin County

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon

T. Norton Williams,

Mobile, Alabama

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

S. B. Adams

against said James Carpenter, Et al

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 7th day of

May

1931

Register.

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

69

Bernstein

RECORDED

Original

Serve on

Circuit Court of Baldwin County
In Equity.

No.

SUMMONS

S.B. Adams

vs.

F. Norton Williams

Mobile Ala.

14 North Monterey St.
Mobile, Ala.

Hybart, Heard & Chason

Solicitor for Complainant.

Recorded in Vol. Page

The State of Alabama,
BALDWIN COUNTY.

Received in office this 20

day of May 1931

J. H. Holcomb, Jr.
Sheriff.

Executed this 22 day of

May 1931

by leaving a copy of the within Summons with

F. Norton Williams
Defendant.

J. H. Holcomb, Jr.
Sheriff.

By Mose Bernstein
Deputy Sheriff.

The State of Alabama, } CIRCUIT COURT OF BALDWIN COUNTY,
Baldwin County } IN EQUITY

To Any Sheriff of the State of Alabama---GREETING:

WE COMMAND YOU, That you summon Cordelia Vass Jones, Mobile, Ala.

of Mobile County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by S.B. Adams

against said James Carpenter et al

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 7th day of

May 1931

T. W. Richerson Register.

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

69 *Resigian*
1 ~~copy~~ Original

Serve on _____

Circuit Court of Baldwin County
In Equity.

No. _____

SUMMONS

S.B. Adams

vs.

Cordelia Vass Jones
Mobile Ala.

1105 Government St
Mobile, Ala

Hybart, Heard & Chason
Solicitor for Complainant.

Recorded in Vol. _____ Page _____

RECORDED

The State of Alabama,
BALDWIN COUNTY.

Received in office this 20

day of May 1931

Dr. H. Holcomb, Jr.
Sheriff.

Executed this 23 day of

May 1931

by leaving a copy of the within Summons with

Cordelia Vass Jones
Defendant.

Dr. H. Holcomb, Jr.
Sheriff.

By *B. C. Resigian*
Deputy Sheriff.

LIS PENDENS NOTICE

NOTICE IS HEREBY GIVEN that on this day S. B. Adams has filed in the Circuit Court of Baldwin County, in Equity, his Bill of Complaint against the following lands, to-wit:-

Subdivisions "A" and "C", Section 7, Township 2 North of Range 2 East; Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, Township 2 North of Range 1 East; Section 52, Township 2 North of Range 1 East; Section 54, 56-A, 57, 58, Township 2 North of Range 1 East;

and against the following named Defendants, viz:

James Carpenter, residence unknown;

Unknown heirs of James Carpenter, residence unknown;

Richard Turvin (or Tervin), residence unknown;

Unknown heirs of Richard Turvin (or Tervin), residence unknown;

Adam Hollinger, residence unknown;

Unknown heirs of Adam Hollinger, residence unknown;

James D. Godbold, residence unknown;

Unknown heirs of James G. Godbold, residence unknown;

James Knight, residence unknown;

Unknown heirs of James Knight, residence unknown;

John A. Winston, residence unknown;

Unknown heirs of John A. Winston, residence unknown;

Joel W. Jones, residence unknown;

Unknown heirs of Joel W. Jones, residence unknown;

George Washington Owens, residence unknown;

Unknown heirs of George Washington Owens, residence unknown;

Mary Ann Godbold, residence unknown;

Unknown heirs of Mary Ann Godbold, residence unknown;

Charles A. Boleman, residence unknown;

Unknown heirs of Charles A. Boleman, residence unknown;

Eugenia Boleman, residence unknown;

Unknown heirs of Eugenia Boleman, residence unknown;

Carrie L. Clemmons, Mobile, Alabama;

Tunstall Lumsden, residence unknown;

Unknown heirs of Tunstall Lumsden, residence unknown;

(page two)

Lilly Bellenger, residence unknown;

Unknown heirs of Lilly Bellenger, residence unknown;

John Bellenger, residence unknown;

Unknown heirs of John Bellenger, residence unknown;

Unknown heirs of Winston Jones, residence/^{un}known;

David Moniac, residence unknown;

Unknown heirs of David Moniac, residence unknown;

Gaunt Grebs, residence unknown;

Unknown heirs of Gaunt Grebs, residence unknown;

Cordelia Vass Jones, Mobile, Alabama;

Pattie Jones Williams, Mobile, Alabama;

F. Norton Williams, Mobile, Alabama.

Emil J. Bihler, residence unknown, when last heard of was somewhere in Missouri.

Unknown heirs of Emil J. Bihler, residence unknown.

The prayer of said Bill is to have declared in the said S. B. Adams the title to the aforesaid lands, and the claims, interest, title, lien or incumbrance of all persons whomsoever to be declared a cloud upon the said S. B. Adams' title to said lands, and by the appropriate Decree to be removed therefrom.

Dated this _____ day of _____, 1931.

Register of the Circuit Court.

TO HON. F. W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT OF
ALABAMA:

Comes your Complainant, S. B. Adams, who is over the age of twenty-one years, and brings this his Bill of Complaint against those certain tracts of land in the County of Baldwin, State of Alabama, described as follows:

(A) Subdivisions "A" and "C", Section 7, Township 2 North of Range 2 East.

(B) Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section 2, Township 2 North of Range 1 East.

(C) Section 52, Township 2 North of Range 1 East.

(D) Sections 54, 56-A, 57, 58, Township 2 North of Range 1 East.

And Complainant further brings this Bill of Complaint against any and all persons claiming any title to, interest in, lien or incumbrance upon said lands or any part thereof, and Complainant respectfully shows unto your Honor as follows:-

1st. That he is in the actual, peaceable possession of said tracts of lands heretofore mentioned, claiming to own the same in his own right in fee simple.

2nd. That no suit is pending to test Complainant's title to, interest in, or his right to the possession of said lands.

3rd. Complainant further shows that he claims the entire fee simple title in and to said lands, having acquired the same as per attached copies of deeds which are made Exhibits "A", "B", "C" and "D" to this Bill of Complaint and are made a part of the same.

4th. Complainant further shows that the title to said lands stands on the records in the Probate Court of Baldwin County, Alabama, as shown by Exhibit "E" to this Bill of Complaint, which said Exhibit is made a part of the same. Complainant does not know the residences and addresses of any of the persons named in Exhibit "E" to this Bill of Complaint, nor does Complainant know if they or any of them be dead, Complainant does not know the names and addresses of the heirs, devisees or grantees. The Complainant has

used such diligence in trying to ascertain these facts as is shown by paragraph "7th" of this Bill of Complaint.

5th. Complainant further shows unto your Honor that the individuals, firms and corporations as set forth in Exhibit "F" to this Bill of Complaint, have assessed and paid the taxes on the aforesaid lands for and during the last ten years next preceding, said Exhibit "F" being made a part of this Bill of Complaint.

6th. Complainant further shows unto your Honor that he knows of no one other than himself and the State of Alabama who have been in the actual possession of said lands, and that no one is known to your Complainant to claim this land or any part thereof or any interest therein except the Complainant and those whose names are shown in Exhibit "G" to this Bill of Complaint, which Exhibit is hereto attached and made a part of the same. And Complainant calls upon the several persons, firms and corporations mentioned in Exhibit "G" to set forth and specify his, her or its title, claim, interest or incumbrance on said lands and how and by what instrument or otherwise the same is derived and created.

7th. Complainant avers that he has made diligent search and inquiry to ascertain the residences and addresses of all persons, firms and corporations hereinabove named and whether or not any of them be dead and if dead, to ascertain the names and addresses of the heirs, devisees, successors, assigns and grantees of such deceased persons; that in this investigation and inquiry Complainant has had a complete Abstract of Title of said real estate made from the records of Baldwin County, Alabama, and that he has had diligent inquiry made in the neighborhood of said lands as to the ownership of the same, the possession of the same and the whereabouts of any and all persons who are interested in said lands or may be interested in the same, or who may claim any interest therein.

PRAYER FOR PROCESS.

To the end, therefore, that equity may be had in the premises Complainant prays that your Honor will cause the usual Writ of Process to issue to the above named respondents in the usual form

and according to the practice of this Honorable Court, requiring them to plead, answer or demur to the same within the time as required by law and the practice of this Honorable Court, and that your Honor will also cause notice to be published of the proceedings instituted by the filing of this Bill of Complaint as required by the laws of the State of Alabama, authorizing the quieting of title by proceedings in rem.

PRAYER FOR RELIEF.

And Complainant further prays that upon a hearing of this cause your Honor will be pleased to establish Complainant's right or title to and will decree the Complainant is the owner in fee simple of said lands above described, and that no other person, firm or corporation has any title to or interest in or lien or encumbrance upon said lands or any part thereof, and that in said Decree your Honor will direct in whose name it shall be indexed upon the Direct Index and in whose name it shall be indexed in the Indirect Index of the record thereof in the Probate Court of Baldwin County, Alabama, and that your Honor will order a certified copy of said Decree to be recorded in the Probate Court of Baldwin County, Alabama.

And Complainant further prays for all such other, further and different relief as in equity may seem just and meet. And Complainant will ever pray etc.

Hybark Ward Chason
Solicitor for Complainant.

FOOT-NOTE:

All persons claiming any title to, interest in, lien or encumbrance upon the property described in the foregoing Bill of Complaint, or any part thereof, are required to answer to paragraphs "1st" to "7th" of the foregoing Bill of Complaint, inclusive, but answer under oath is hereby expressly waived.

Hybark Ward Chason
Solicitors for Complainant.

STATE OF ALABAMA.

BALDWIN COUNTY.

Personally appeared before me, the undersigned Notary Public in and for said State and County, R. C. Heard, who upon oath deposes and says that he is the agent of the Complainant in the above cause and duly authorized by him to make this oath and that the facts stated in the foregoing Bill of Complaint upon knowledge are true; that he is informed as to the facts stated upon information and belief as therein stated, and verily believes the same to be true.

R C Heard

Subscribed and sworn to before me,
this 30th day of April, 1931.

Katherine Hicks
Notary Public, Baldwin County,
State of Alabama.

EXHIBIT "A"

No. 4577

THE STATE OF ALABAMA
REVENUE DEPARTMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on 12 day of April, A. D. 1926, the Probate Court of Baldwin County rendered a decree for the sale of lands hereinafter described and conveyed, for the payment of State and County taxes then due from Cornelia Vass Jones, et als. the owner of said lands, and for the payment of the fees, costs, and expenses of and under said decree, and the sale had in execution thereof.

AND WHEREAS, thereafter, to-wit, on the 24 day of May, 1926, under and in pursuance of said decree, said lands were regularly offered for sale by the Tax Collector of Baldwin County for said taxes, fees, costs, and expenses, and no person having bid a sufficient sum for said lands to pay the same, said lands were bid in for the State for the sum of said taxes, fees, costs, and expenses.

AND WHEREAS, the time allowed by law for the redemption of said lands has elapsed since said sale, and the same not having been redeemed, the title thereto under said sale is still in the State.

AND WHEREAS, said lands having been entered upon the books of this Department, and the Auditor and Treasurer of this State, with the approval of the Governor, have fixed the price of said land, and ascertained that the sum of Two Hundred & No/100 (\$200.00) Dollars is sufficient to cover and satisfy all claims of the State and County against said lands for or on account of taxes, interest, fees, and costs, and officers' fees which were due upon or have accrued against said lands, as provided for in Chapter 58, Article 8, of the Code of Alabama of 1923.

AND WHEREAS, application has been made to the Auditor of the State by S. B. Adams to purchase said lands, and said sum of Two Hundred & no/100 (\$200.00) Dollars therefor has been paid into the State Treasury.

NOW THEREFORE, I, S. H. Blan, as Auditor of the State of Alabama, by virtue of and in accordance with the provisions of said Chapter 58, Article 8, of the Code of Alabama of 1923, with the approval of the Governor of Alabama, and in consideration of the premises above set out, have this day granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said S. B. Adams, without warranty or covenant of any kind on the part of the State, express or implied, all right and title of the State of Alabama in and to said lands, described as follows:

All Section 47, Township 2n, Range 2 e,

lying and being situate in said County and State, to have and to hold the same, the said right and title of the State in the lands aforesaid, unto S. B. Adams and his heirs and assigns forever.

In testimony whereof I have hereunto set my hand and seal this the 12 day of July, 1928.

S. H. Blan, State Auditor.

(SEAL)

THE STATE OF ALABAMA,
MONTGOMERY COUNTY.

I, Langdon C. Parker, a Notary Public in and for said County, in said State, hereby certify that S. H. Blan, whose name is signed to the foregoing conveyance as State Auditor, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the

(page two)

day the same bears date.

Given under my hand this the 12 day of July, 1928.

(SEAL)

Langdon C. Parker, Notary Public.

THE STATE OF ALABAMA)
BALDWIN COUNTY) PROBATE COURT

Filed in office this 23 day of July, 1928--8 A. M. and
duly recorded in Deed Book No. 45 N.S., pages 183; and I certify that
\$.cts 50 license or privilege tax, paid as required by an Act of
the Legislature, approved September 14, 1923;

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

EXHIBIT "B"

No. 4574

THE STATE OF ALABAMA
REVENUE DEPARTMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on 12 day of April, A. D. 1926, the Probate Court of Baldwin County rendered a decree for the sale of lands hereinafter described and conveyed, for the payment of State and County taxes then due from Cornelia Vass Jones, et als the owner of said lands, and for the payment of the fees, costs, and expenses of and under said decree, and the sale had in execution thereof.

AND WHEREAS, thereafter, to-wit, on the 24 day of May, 1926, under and in pursuance of said decree, said lands were regularly offered for sale by the Tax Collector of Baldwin County for said taxes, fees, costs, and expenses, and no person having bid a sufficient sum for said lands to pay the same, said lands were bid in for the State for the sum of said taxes, fees, costs, and expenses.

AND WHEREAS, the time allowed by law for the redemption of said lands has elapsed since said sale, and the same not having been redeemed, the title thereto under said sale is still in the State.

AND WHEREAS, said lands having been entered upon the books of this Department, and the Auditor and Treasurer of this State, with the approval of the Governor, have fixed the price of said land, and ascertained that the sum of Two Hundred & no/100 (\$200.00) Dollars is sufficient to cover and satisfy all claims of the State and County against said lands for or on account of taxes, interest, fees, and costs, and officers' fees which were due upon or have accrued against said lands, as provided for in Chapter 58, Article 8, of the Code of Alabama of 1923.

AND WHEREAS, application has been made to the Auditor of the State by S. B. Adams to purchase said lands, and said sum of Two Hundred & no/100 (\$200.00) Dollars therefor has been paid into the State Treasury.

NOW THEREFORE, I, S. H. Blan, as Auditor of the State of Alabama, by virtue of and in accordance with the provisions of said Chapter 58, Article 8, of the Code of Alabama of 1923, with the approval of the Governor of Alabama, and in consideration of the premises above set out, have this day granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said S. B. Adams, without warranty or covenant of any kind on the part of the State, express or implied, all right and title of the State of Alabama in and to said lands, described as follows:

Frac'l Section 2, Township 2n, Range 1e,

lying and being situate in said County and State, to have and to hold the same, the said right and title of the State in the lands aforesaid, unto S. B. Adams and his heirs and assigns forever.

In testimony whereof I have hereunto set my hand and seal this the 12 day of July, 1928.

S. H. Blan, State Auditor.

(SEAL)

THE STATE OF ALABAMA,
MONTGOMERY COUNTY.

I, Langdon C. Parker, a Notary Public in and for said County, in said State, hereby certify that S. H. Blan, whose name is signed to the foregoing conveyance as State Auditor, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

(page two)

THE STATE OF ALABAMA)
BALDWIN COUNTY)

PROBATE COURT

Filed in office this 23 day of July, 1928, 8 A. M. and
duly recorded in Deed Book No. 45 N.S., pages 181; and I certify
that \$...cts 50 license or privilege tax, paid as required by an
Act of the Legislature, approved September 14, 1923;

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

EXHIBIT "C"

No. 4573

THE STATE OF ALABAMA
REVENUE DEPARTMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on 12 day of April, A. D. 1926, the Probate Court of Baldwin County rendered a decree for the sale of lands hereinafter described and conveyed, for the payment of State and County taxes then due from Cornelia Vass Jones, et als the owner of said lands, and for the payment of the fees, costs, and expenses of and under said decree, and the sale had in execution thereof.

AND WHEREAS, thereafter, to-wit, on the 24 day of May, 1926, under and in pursuance of said decree, said lands were regularly offered for sale by the Tax Collector of Baldwin County for said taxes, fees, costs, and expenses, and no person having bid a sufficient sum for said lands to pay the same, said lands were bid in for the State for the sum of said taxes, fees, costs and expenses.

AND WHEREAS, the time allowed by law for the redemption of said lands has elapsed since said sale, and the same not having been redeemed, the title thereto under said sale is still in the State.

AND WHEREAS, said lands having been entered upon the books of this Department, and the Auditor and Treasurer of this State, with the approval of the Governor, have fixed the price of said land, and ascertained that the sum of Two Hundred and no/100 (\$200.00) Dollars is sufficient to cover and satisfy all claims of the State and County against said lands for or on account of taxes, interest, fees, and costs, and officers' fees which were due upon or have accrued against said lands, as provided for in Chapter 58, Article 8, of the Code of Alabama of 1923.

AND WHEREAS, application has been made to the Auditor of the State by S. B. Adams to purchase said lands, and said sum of Two Hundred and no/100 (\$200.00) Dollars therefor has been paid into the State Treasury.

NOW THEREFORE, I, S. H. Blan, as Auditor of the State of Alabama, by virtue of and in accordance with the provisions of said Chapter 58, Article 8, of the Code of Alabama of 1923, with the approval of the Governor of Alabama, and in consideration of the premises above set out, have this day granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said S. B. Adams, without warranty or covenant of any kind on the part of the State, express or implied, all right, and title of the State of Alabama in and to said lands, described assfollows:

All Section 52, Township 2n, Range 1e,

lying and being situate in said County and State, to have and to hold the same, the said right and title of the State in the lands aforesaid, unto S. B. Adams and his heirs and assigns forever.

In testimony whereof I have hereunto set my hand and seal this the 12 day of July, 1928.

(SEAL)

S. H. Blan, State Auditor.

THE STATE OF ALABAMA, MONTGOMERY COUNTY.

I, Langdon C. Parker, a Notary Public in and for said County, in said State, hereby certify that S. H. Blan, whose name is signed to the foregoing conveyance as State Auditor, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 12 day of July, 1928.

(seal)

Langdon C. Parker, Notary Public.

THE STATE OF ALABAMA)
BALDWIN COUNTY)

PROBATE COURT

Filed in office this 23 day of July, 1928, 8 A. M. and
duly recorded in Deed Book No. 46 N.S., pages 83; and I certify that
\$...cts 50 license or privilege tax, paid as required by an Act of
the Legislature, approved September 14, 1923;

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

EXHIBIT "D"

No. 4576

THE STATE OF ALABAMA
REVENUE DEPARTMENT

KNOW ALL MEN BY THESE PRESENTS: That Whereas, on 12th day of April, A. D., 1926, the Probate Court of Baldwin County rendered a decree for the sale of lands hereinafter described and conveyed, for the payment of State and County taxes then due from Cornelia Vass Jones, et als, the owner of said lands, and for the payment of the fees, costs, and expenses of and under said decree, and the sale had in execution thereof.

AND WHEREAS, thereafter, to-wit, on the 24th day of May, 1926, under and in pursuance of said decree, said lands were regularly offered for sale by the Tax Collector of Baldwin County for said taxes, fees, costs, and expenses, and no person having bid a sufficient sum for said lands to pay the same, said lands were bid in for the State for the sum of said taxes, fees, costs and expenses.

AND WHEREAS, the time allowed by law for the redemption of said lands has elapsed since said sale, and the same not having been redeemed, the title thereto under said sale is still in the State.

AND WHEREAS, said lands having been entered upon the books of this Department, and the Auditor and Treasurer of this State, with the approval of the Governor, have fixed the price of said land, and ascertained that the sum of Two Hundred and No/100 (\$200.00) Dollars is sufficient to cover and satisfy all claims of the State and County against said lands for or on account of taxes, interest, fees, and costs, and officers' fees which were due upon or have accrued against said lands, as provided for in Chapter 58, Article 8, of the Code of Alabama of 1923.

AND WHEREAS, application has been made to the Auditor of the State by S. B. Adams to purchase said lands, and said sum of Two Hundred and no/100 \$200.00) Dollars therefor has been paid into the State Treasury.

NOW THEREFORE, I, S. H. Blan, as Auditor of the State of Alabama, by virtue of and in accordance with the provisions of said Chapter 58, Article 8, of the Code of Alabama of 1923, with the approval of the Governor of Alabama, and in consideration of the premises above set out, have this day granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said S. B. Adams, without warranty or covenant of any kind on the part of the State, express or implied, all right and title of the State of Alabama in and to said lands, described as follows:

All Section 54, Township 2 North Range 1 East.

lying and being situate in said County and State, to have and to hold the same, the said right and title of the State in the lands aforesaid, unto S. B. Adams and his heirs and assigns forever.

In testimony whereof, I have hereunto set my hand and seal this the 12th day of July, 1928.

S. H. Blan, State Auditor.

THE STATE OF ALABAMA, MONTGOMERY COUNTY.

I, Langdon C. Parker, a Notary Public in and for said County, in said State, hereby certify that S. H. Blan, whose name is signed to the foregoing conveyance as State Auditor, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 12th day of July, 1928.

Langdon C. Parker, Notary Public.

THE STATE OF ALABAMA)
BALDWIN COUNTY;

PROBATE COURT

Filed in office this 23 day of July, 1928 ---8 A. M. and
duly recorded in Deed Book No. 46 N.S., pages 82; and I certify that
\$----cts 50 license or privilege tax, paid as required by an Act
of the Legislature, approved September 14, 1923.

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

EXHIBIT "E"

As to item (A):-

James D. Godbold,
James Knight,
James Carpenter.

As to item (B):-

George Washington Owens

As to Item (C):-

Richard Turvin (or Tervin).

As to item (D):-

James Carpenter.

EXHIBIT "F"

1920: Assessment Book 1, page 21. Beat 2. Assessment No. 63, assessed to heirs of Joel W. Jones, Richard Turvin Grant, Section 52, Township 2 North of Range 1 East; all fractional Section 2, Township 2 North of Range 1 East; all fractional Section 1, Township 2 North of Range 1 East; James Carpenter Tract, Section 54, Township 2 North of Range 1 East, James Carpenter Tract, Section 47, Township 2 North of Range 2 East, total number of acres 1835; assessment value of lands \$31,670.00; total State and County taxes \$570.00; District School Tax \$95.01; marked paid.

1921: Assessment Book 1, page 20. Beat 2; Assessment No. 61. Assessed to heirs of Joel W. Jones; all Section 52; Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; all Section 1, Township 2 North of Range 1 East of Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 2 East; total number of acres 1835, total assessed valuation of lands \$31,670.00, total State and County taxes \$570.06; Special District School Tax \$95.01, marked paid.

1922: Assessment Book 1, page 20. Beat 2. Assessment No. 52. Assessed to heirs of Joel W. Jones, all Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; all of Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 2 East, total number of acres 1835; total assessed value of lands \$26,670.00, total state and county taxes \$480.06; Special School District Tax \$80.01, not marked paid.

1923: Assessment Book 1, page 19. Beat 2. Assessment No. 51; assessed to Mrs. Cordelia Vass Jones et al, Executors and Trustees; all Section 52, Township 2 North of Range 1 East; all Section 2, Township 2 North of Range 1 East; all Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 2 East, total number of acres 1834, total assessed value of lands \$20,000.00, total state and county taxes \$360.00; Special District School Tax \$60.00, marked paid.

1924: Assessment Book 1, page 19. Beat 2; Assessment No. 49; assessed to Mrs. Corvelia Vass Jones, F. Norton Williams, Executors and Trustees, and Mrs. Pattie Jones Williams; all Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; all of Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 2 East; total number of acres 1834, total assessed value of lands \$12,000.00, total State and County taxes \$216.00; Special District School Tax \$36.00, marked paid.

1925: Assessment Book 1, page 20. Beat 2; Assessment No. 44; assessed to Cordelia Vass Jones et al, Executors estate Winston Jones; all Section 52, Township 2 North of Range 1 East; all Section 2, Township 2 North of Range 1 East; all Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 2 East, total number of acres 1834, total assessed value of lands \$12,000.00, total state and county taxes \$216.00; Special District School Tax \$36.00, not shown paid.

1926: Assessment Book 1, page 20. Beat 2; Assessment No. 46; assessed to Mrs. Cordelia Vass Jones, et al, Executors of the estate of W. Jones; all Section 52 Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; fractional Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 1 East, number of acres 1834, value \$12,000.00, total State and County taxes \$216.00, Special District School Tax \$36.00, not shown paid.

1927: Assessment Book 1, page 19. Beat 2; Assessment No. 48, assessed to Mrs. Cordelia Vass Jones and F. N. Williams, Mrs. Pattie Jones Williams, Executors and Trustees for estate of Winston Jones; all Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; all Fractional Section 1, Township 2 North of Range 1 East; Section 56, Township 2 North of Range 1 East; Section 58, Township 2 North of Range 1 East; Section 57, Township 2 North of Range 1 East, subdivisions A, B and C, Section 7, Township 2 North of Range 2 East. Along the margin of this assessment appears this notation: "Void in state".

1928: No assessment of the following described lands for this year, all Section 47, Township 2 North of Range 2 East; all Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; fractional Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East;

1929: Assessment Book 1, page 1. Beat 1. Assessment No. 2, assessed to S. B. Adams; all Section 47, Township 2 North of Range 2 East; all Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; fractional Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East, number of acres 1965, total assessed value of lands 5,895.00, state and county taxes 106.11; Special District School Tax \$17.69, marked paid.

1930: Assessment Book 1, page 1. Beat 1. Assessment No. 2, assessed to S. B. Adams; all Section 47, Township 2 North of Range 2 East; All Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; fractional Section one, township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East, 1965 acres, total assessed value of lands \$5,895.00, state and county taxes 106.11; Special District School Tax \$17.69. marked paid.

EXHIBIT "G"

THOSE KNOWN TO CLAIM, TOGETHER WITH CLAIMANT, THE LANDS
OR PARTS THEREOF OR INTEREST THEREIN:-

James Carpenter, residence unknown;
Unknown heirs of James Carpenter, residence unknown;
Richard Turvin (or Tervin), residence unknown;
Unknown heirs of Richard Turvin (or Tervin), residence unknown;
Adam Hollinger, residence unknown;
Unknown heirs of Adam Hollinger, residence unknown;
James D. Godbold, residence unknown;
Unknown heirs of James D. Godbold, residence unknown;
James Knight, residence unknown;
Unknown heirs of James Knight, residence unknown;
John A. Winston, residence unknown;
Unknown heirs of John A. Winston, residence unknown;
Joel W. Jones, residence unknown;
Unknown heirs of Joel W. Jones, residence unknown;
George Washington Owens, residence unknown;
Unknown heirs of George Washington Owens, residence unknown;
Mary Ann Godbold, residence unknown;
Unknown heirs of Mary Ann Godbold, residence unknown;
Charles A. Boleman, residence unknown;
Unknown heirs of Charles A. Boleman, residence unknown;
Eugenia Boleman, residence unknown;
Unknown heirs of Eugenia Boleman, residence unknown;
Carrie L. Clemmons, Mobile, Alabama;
Tunstall Lumsden, residence unknown;
Unknown heirs of Tunstall Lumsden, residence unknown;
Lilly Bellenger, residence unknown;
Unknown heirs of Lilly Bellenger, residence unknown;
John Bellenger, residence unknown;
Unknown heirs of John Bellenger, residence unknown;
Unknown heirs of Winston Jones, residence unknown;
David Moniac, residence unknown;

(page two)

Unknown heirs of David Moniac, residence unknown;

Gaunt Crebs, residence unknown;

Unknown heirs of Gaunt Crebs, residence unknown;

Cordelia Vass Jones, Mobile, Alabama;

Pattie Jones Williams, Mobile, Alabama;

F. Norton Williams, Mobile, Alabama.

Emil J. Bihler, residence unknown; when last heard
of was somewhere in Missouri.

Unknown heirs of Emil J. Bihler, residence unknown.

S. B. ADAMS,

Complainant and Cross-
Respondent,

versus

F. NORTON WILLIAMS, ET ALS,

Respondents and Cross-
Complainants.

IN EQUITY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

INTERROGATORIES PROPOUNDED BY CORDELIA
VASS AND F. NORTON WILLIAMS, INDIVIDUALLY,
AND AS EXECUTRIX AND EXECUTOR OF THE ESTATE
OF WINSTON JONES, AND BY PATTIE JONES WILLIAMS
TO S. B. ADAMS

1. Please state whether or not the contract attached as Exhibit "B" to the cross-bill is a true and correct copy of the contract made and entered into by and between yourself, and W. G. Austin and Pat Miller, as Receivers of the Lucas E. Moore Stave Company. Is it or not a fact that at the sale of the property described in the bill of complaint, you became the purchaser, and thereafter, at your request in writing the property was conveyed to the S. B. Adams Lumber Company, Inc. by the Ancillary Receivers of the Lucas E. Moore Stave Company?

2. Is it or not a fact that you are president of the S. B. Adams Lumber Company, Inc., and was such at the time this property was conveyed to it by the Receivers of the Lucas E. Moore Stave Company? At the time of said conveyance, how much capital stock of the S. B. Adams Lumber Company, Inc. was issued, and how much did you own? Who were the owners of the shares of stock that were not owned by you? Did the S. B. Adams Lumber Company, Inc. take possession of the said property under the conveyance from the Ancillary Receivers of the Lucas E. Moore Stave Company? Did you, as president of the S. B. Adams Lumber Company, Inc. cause the taxes upon said property to be paid, in accordance with the terms of the agreement between the Lucas E. Moore Stave Company and Winston Jones and others, a copy of which said agreement is attached

to the cross-bill as Exhibit "A"? If you did not cause the S. B. Adams Lumber Company, Inc. to pay said taxes, what was your purpose in allowing the property to be sold for taxes and buying the same in in your individual name?

3. Give an itemized statement of all timber cut from the lands described in the bill of complaint after the conveyance from the Receivers of the Lucas E. Moore Stave Company to the S. B. Adams Lumber Company, Inc.

4. Did you individually, as the purchaser at the sale of this property by the Receivers of the Lucas E. Moore Stave Company, or as president of the S. B. Adams Lumber Company, Inc., at any time release all of the timber on said land and surrender all rights thereto to the grantors in the deed, copy of which is attached to the cross-bill marked Exhibit "A"? If you state that you did release said lands, and surrendered all rights to the timber thereon, or that the S. B. Adams Lumber Company, Inc. made such release, then state in what manner, and form the release was made, to whom it was delivered, how it was delivered, and attach to your answers a copy of such release.

5. Please state fully and in detail the nature and extent of your possession of each and every parcel of land described in the bill of complaint, setting out specifically the length of time that each element of possession that you claim has existed.

6. If you state that you have taken possession of this property, give the name of the person, if any, whom you have had in charge of the property as your agent, and state whether or not such person was paid by you individually or by the S. B. Adams Lumber Company, Inc.

7. Did you ever notify Mrs. Pattie Jones Williams that the S. B. Adams Lumber Company, Inc. had surrendered possession of this property, and waived all further rights to cut timber thereon? If so, state in what form the notice

was given, and attach a copy of the notice to your answers. If you have stated that the S. B. Adams Lumber Company, Inc. surrendered possession of the property, and that you individually took possession of the property, state exactly what you did to give the owners of this property notice that you were claiming title to the property, hostile and adverse to them, and not as an officer of the S. B. Adams Lumber Company, Inc., under and by virtue of the contract made between Lucas E. Moore Stave Company and Winston Jones and others, copy of which is attached as Exhibit "A" to the answer and cross-bill?

8. During the time that you claim to have been in adverse possession of this property, did you cut any timber or trees of any kind whatsoever therefrom? If so, what did you do with the timber or trees? Did you sell the timber to the S. B. Adams Lumber Company, Inc.? If so, attach copies of the original book entries showing what sales you made to the S. B. Adams Lumber Company, Inc.

9. If you claim that you took possession of this land, did you fence any part of the land? Did you farm any of it? If so, whom did you employ to fence it, and whom did you employ to farm it?

10. Describe fully and in detail everything that you did, said, or wrote to give notice to the parties with whom the Lucas E. Moore Stave Company contracted, as shown by Exhibit "A" to the cross-bill, that you were claiming ownership adversely to these parties.

Smith & Chapman
by Harry H. Smith
Solicitors for Respondents and
Cross-Complainants.

STATE OF ALABAMA,)
COUNTY OF MOBILE.)

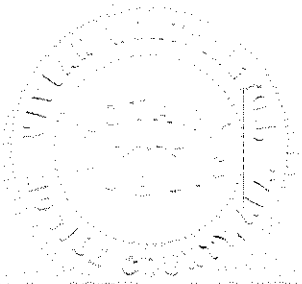
Personally appeared before me, Vivian Worthington, a notary public in and for said county in said state, Harry H. Smith, who, upon oath, deposes and says that he is one of the

solicitors for the respondents and cross-complainants in the above styled cause, and that the answers of the complainant and cross-respondent, S. B. Adams, to the above and foregoing interrogatories, if well and truthfully made, will be material evidence for the respondents and cross-complainants in said cause.

Harry H. Smith

Subscribed and sworn to before me
this 9th day of August, 1931.

Vivian Horthington
Notary Public, Mobile County, Alabama.



CHANCERY EXECUTION
BILL OF COSTS

No. 964

VS.

PLAINTIFF

DEFENDANT

FEES OF REGISTER

	Dollars	Cents
Filing each bill and other papers	\$ 10	90
Issuing each subpoena	50	50
Entering each copy thereof	40	160
Entering each return thereof	15	75
For each order of publication	1 00	100
Issuing Writ of injunction	1 50	
For each copy thereof	50	
Entering each return thereof	15	
Issuing Writ of Attachment	1 00	
Entering each return thereof	15	
Docketing each case	1 00	
Entering each appearance	25	
Issuing each decree pro confesso on per ser.	1 00	
Issuing each decree pro confesso on publica	1 00	
Each order appointing guardian	1 00	
Any other order by Register	50	
Issuing Commission to take testimony	50	
Receiving and filing	10	
Endorsing each package	10	
Entering order submitting cause	50	
Entering any other order of court	25	
Noting all testimony	50	
Abstract of cause, etc.	1 00	
Entering each decree	75	
For every 100 words over 500	15	
Taking account, etc.	3 00	
Taking testimony, etc.	15	
Each report, 500 words or less	2 50	
For every 100 words over 500	15	
Amount claimed less than \$500, etc.	2 00	
Issuing each subpoena	25	
Witness certificate, each	25	
Issuing execution, each	75	
Entering each return	15	
Taking and approving bond, each	1 00	
Making copy of bill, etc.	15	
Each notice not otherwise provided for	50	
Each certificate or affidavit, with seal	50	
Each certificate or affidavit, no seal	25	
Hearing and passing on application, etc.	3 00	
Each settlement with Receiver, etc.	3 00	
Examining each voucher of Receiver, etc.	10	
Examining each answer, etc.	3 00	
Recording resignation, etc.	75	
Entering each certificate to Supreme Court	50	
Taking questions and answers, etc.	25	
For all other ser relating to such proceedings	1 00	
For services in proceeding to relieve min- ors, etc., same fee as in similar cases.		
Commission on sales, etc: 1st \$100, 2 per cent: all over \$100 and not exceeding \$1,000, 1 1-2 per cent; all over \$1,000, and not exceeding \$20,000, 1 per ct; all over 20,000, 1-4 of 1 per cent.		

Sub Total Carried Forward

Dollars Cents

Brought Forward

For Receiving, keeping and paying out or distributing money, etc.: 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,- 000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	
Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.	
Each notice sent by mail to creditor	15
Filing receipting for and docketing each claim, etc.	25
For all entries on subpoena docket, etc.	50
For all entries on commission docket, etc.	50
Making final record, per 100 words	15
Certified copy of decree	1 00
Report of divorce to State Health Office (Acts 1915)	50

TOTAL FEES OF REGISTER

FEES OF SHERIFF

Serving and returning subpoena on deft.	\$1 50
Serving and returning subpoena for witness	65
Levy on attachment	3 00
Entering and returning same	25
Selling property attached	
Impaneling Jury	75
Executing Writ of possession	2 50
Collecting execution for costs	1 50
Serving and returning sci. fa., each	65
Serving and returning notice	65
Serving and returning writ of injunction	1 50
Serving and returning writ of exeat	1 50
Taking and approving bonds, each	75
Collecting money on execution	
Making Deed	2 50
Serving and returning application, etc.	1 00
Serving attachment, contempt of court	1 50

TOTAL FEES OF SHERIFF

RECAPITULATION

Register's Fees	
Sheriff's Fees	
Commissioner's Fees	
Solicitor's Fees	
Witness Fees	
Guardian Ad Litem	
Printer's Fees	
Trial Tax	3 00
Recording Decree in Probate Court	

TOTAL

The State of Alabama,
Baldwin County

No.

Circuit Court, In Equity

3.45
7.57
28.59

Term, 193

To any Sheriff of the State of Alabama—GREETING:

You are hereby commanded, That of the goods and chattels, lands and tenements of

you cause to be made the sum of _____ Defendant
which _____ Dollars,
recovered of _____ Plaintiff
on the _____ day of _____ 193
by the judgment of our Circuit Court, held for the county of Baldwin, besides the sum of _____ Dollars,
costs of suit, and have the same to render to the said _____

Take return of this Writ and the execution thereof, according to law.

Interest from _____ 193 to date of collection.

ss my hand, this _____ day of _____ 193

Registrar

No. No.

THE STATE OF ALABAMA
Baldwin County.

Circuit Court, In Equity

vs.

CHANCERY EXECUTION
Fi. Fa.

\$

Total

\$

Fee Book

Page

Execution Docket

Page

Complainant's Solicitor

THE STATE OF ALABAMA
Baldwin County.

ha_____duly waived_____right
to the exemption of personal property as to
the collection of the debt for which this execu-
tion is issued.

Register.

Received in office this

day of _____ 193_____

Sheriff

Execution Docket _____ Page _____

See Fee Book
No. 3- Equity
Page 429

MOORE PRINTING CO., BAY MINETTE, ALA.

The State of Alabama, }
Baldwin County

By virtue of the within execution I have levied

Respondents.

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

These claimants and their predecessors in title, are entitled to, and have been in possession of, and have claimed title to said above described property for a great many years, during all of which time they paid the taxes due on said property, until on, to-wit, the 13th day of August, 1917, a contract was made by and between Winston Jones and his wife, Cordelia V. Jones, and Pattie Jones Williams and her husband, Chauncey C. Williams, as parties of the first part, and Lucas E. Moore Stave Company, Inc., a corporation, as party of the second

part, by the terms of which said agreement, the parties of the first part sold to the party of the second part all the timber of said lands, with the right to cut and remove said timber any time during fifteen years from the date of said instrument, which was August 10th, 1917. A copy of said agreement is hereto attached as Exhibit "A" and made a part hereof.

2. By the terms of said agreement the grantee, the Lucas E. Moore Stave Company, Inc., covenanted and agreed to pay all taxes thereafter accruing on or against the said lands and timber, until all the timber had been cut, and the grantee had surrendered its rights, under said agreement, or until the expiration of the period stipulated as the time within which the grantee was allowed to cut the said timber.

Pursuant to the terms of said agreement, the said Lucas E. Moore Stave Company, Inc. entered into possession of said property, and for a number of years paid the taxes due, in accordance with the terms of said agreement.

3. On, to-wit, the 17th day of February, 1926, William G. Austin and Pat H. Miller were appointed Ancillary Receivers of the Lucas E. Moore Stave Company, Inc., by the United States District Court for the Southern District of Alabama, in the case of Beeson Moore Stave Company vs. Lucas E. Moore Stave Company, Inc., in equity, case No. 107, and in the proceedings in said cause a decree was made on, to-wit, the 9th day of May, 1927, directing the Receivers to sell the property of the Lucas E. Moore Stave Company, Inc. On, to-wit, the 2nd day of May, 1927, a contract was made and entered into between S. B. Adams, the complainant in this case, on the one hand, and W. G. Austin and Pat H. Miller, as Receivers of the Lucas E. Moore Stave Company, Inc., on the other hand, a copy

S. B. ADAMS,

Complainant,

-vs-

F. NORTON WILLIAMS ET AL,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Now Comes the Complainant, S. B. Adams, and files this Demurrer to the Cross-bill of the Respondents and assigns as grounds therefor:

FIRST:

Said Cross-bill contains no equity.

Hyatt Hunt & Gordon
Solicitors for Complainant.

BAY MINETTE, ALA.

M J. W. Richardson - Clerk.

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

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

May 14. S. B. Adams vs James Carpenter.

371 words @ $4\frac{1}{2}$

1670

It not for the assurance that fragrant plants blossom more beautifully under the care of our heavenly Father, there might be a question of why. But no doubt lingers in one's mind as to why our friend and classmate, Ruth Elaine Bristow, has left us, for she is needed up Yonder where the righteous dwell, and where pain and suffering is not known.

Ruth Elaine Bristow was the oldest daughter of Mr. and Mrs. Oscar Bristow; the only remaining child now being Dorothy. In June Ruth would have been seventeen years of age. Many outstanding qualities endeared her to many. Her brilliancy of mind, her loyalty to her church, her devotion to her parents, and her willingness to serve were strong characteristics which will ever linger as a monument she built for herself.

Since early childhood she was ever faithful to her church. For several years she taught a class either in the Beginner's or Primary department. She has also served as president of the B. Y. P. U.

Two years ago when the Junior Study Club was organized, she was chosen as its first president. In her school work, her grades were always excellent, and it is conceded that she was one of the best students in Baldwin Hl.

About a month ago Ruth suffered a nervous breakdown. Her heart became badly involved and it was thought best to remove her to a hospital in Mobile. For several days she made a noble fight, but being such a frail little creature, her strength was soon exhausted and after less than a week in the hospital the tired heart ceased to struggle and now we remember that "the beautiful rosebud faded, not as yet to blossom grown, she lives beyond the Gates of Heaven, in a bright and glorious home.

Sunday morning, May 10, at an early hour she answered the summons to come home. The beautiful body was brought home Sunday afternoon and carried to the home of the parents.

Bright flowers of every hue filled the room she had once brightened with her presence. Loving hands administered to the grief stricken family, and every possible courtesy was shown the bereaved in an effort to express their love to the living and dead. Out under the spacious, spreading,

TO HON. F. W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT OF ALABAMA:

Comes your Complainant, S. B. Adams, who is over the age of twenty-one years, and brings this his Bill of Complaint against those certain tracts of land in the County of Baldwin, State of Alabama, described as follows:

(A) Subdivisions "A" and "C", Section 7, Township 2 North of Range 2 East.

(B) Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, Township 2 North of Range 1 East.

(C) Section 52, Township 2 North of Range 1 East.

(D) Sections 54, 56-A, 57, 58, Township 2 North of Range 1 East.

And Complainant further brings this Bill of Complaint against any and all persons claiming any title to, interest in, lien or incumbrance upon said lands or any part thereof, and Complainant respectfully shows unto your Honor as follows:-

1st. That he is in the actual, peaceable possession of said tracts of lands heretofore mentioned, claiming to own the same in his own right in fee simple.

2nd. That no suit is pending to test Complainant's title to, interest in, or his right to the possession of said lands.

3rd. Complainant further shows that he claims the entire fee simple title in and to said lands, having acquired the same as per attached copies of deeds which are made Exhibits "A", "B", "C" and "D" to this Bill of Complaint and are made a part of the same.

4th. Complainant further shows that the title to said lands stands on the records in the Probate Court of Baldwin County, Alabama, as shown by Exhibit "E" to this Bill of Complaint, which said Exhibit is made a part of the same. Complainant does not know the residences and addresses of any of the persons named in Exhibit "E" to this Bill of Complaint, nor does Complainant know if they or any of them be dead or if dead, Complainant does now know the names and addresses of the heirs, devisees or grantees. The Com-

plainant has used such diligence in trying to ascertain these facts as is shown by paragraph "7th" of this Bill of Complaint.

5th. Complainant further shows unto your Honor that the individuals, firms and corporations as set forth in Exhibit "F" to this Bill of Complaint, have assessed and paid the taxes on the aforesaid lands for and during the last ten years next preceding, said Exhibit "F" being made a part of this Bill of Complaint.

6th. Complainant further shows unto your Honor that he knows of no one other than himself and the State of Alabama who have been in the actual possession of said lands, and that no one is known to your Complainant to claim this land or any part thereof or any interest therein except the Complainant and those whose names are shown in Exhibit "G" to this Bill of Complaint, which Exhibit is hereto attached and made a part of the same. And Complainant calls upon the several persons, firms and corporations mentioned in Exhibit "G" to set forth and specify his, her or its title, claim, interest or incumbrance on said lands and how and by what instrument or otherwise the same is derived and created.

7th. Complainant avers that he has made diligent search and inquiry to ascertain the residences and addresses of all persons, firms and corporations hereinabove named and whether or not any of them be dead and if dead, to ascertain the names and addresses of the heirs, devisees, successors, assigns and grantees of such deceased persons; that in this investigation and inquiry Complainant has had a complete Abstract of Title of said real estate made from the records of Baldwin County, Alabama, and that he has had diligent inquiry made in the neighborhood of said lands as to the ownership of the same, the possession of the same and the whereabouts of any and all persons who are interested in said lands or may be interested in the same, or who may claim any interest therein.

PRAYER FOR PROCESS.

To the end, therefore, that equity may be had in the premises Complainant prays that your Honor will cause the usual Writ of Process to issue to the above named respondents in the usual form and according to the practice of this Honorable Court, requiring

them to plead, answer or demur to the same within the time as required by law and the practice of this Honorable Court, and that your Honor will also cause notice to be published of the proceedings instituted by the filing of this Bill of Complaint as required by the laws of the State of Alabama, authorizing the quieting of title by proceedings in rem.

PRAYER FOR RELIEF.

And Complainant further prays that upon a hearing of this cause your Honor will be pleased to establish Complainant's right or title to and will decree the Complainant is the owner in fee simple of said lands above described, and that no other person, firm or corporation has any title to or interest in or lien or encumbrance upon said lands or any part thereof, and that in said Decree your Honor will direct in whose name it shall be indexed upon the Direct Index and in whose name it shall be indexed in the Indirect Index of the record thereof in the Probate Court of Baldwin County, Alabama, and that your Honor will order a certified copy of said Decree to be recorded in the Probate Court of Baldwin County, Alabama.

And Complainant further prays for all such other, further and different relief as in equity may seem just and meet. And Complainant will every pray etc.

Hyland Heard Chason
Solicitor for Complainant.

FOOT-NOTE:

All persons claiming any title to, interest in, lien or encumbrance upon the property described in the foregoing Bill of Complaint, or any part thereof, are required to answer to paragraphs "1st" to "7th" of the foregoing Bill of Complaint, inclusive, but answer under oath is hereby expressly waived.

Hyland Heard Chason
Solicitors for Complainant.

(page four)

STATE OF ALABAMA.

BALDWIN COUNTY.

Personally appeared before me, the undersigned Notary Public in and for said State and County, R. C. Heard, who upon oath deposes and says that he is the agent of the Complainant in the above cause and duly authorized by him to make this oath and that the facts stated in the foregoing Bill of Complaint upon knowledge are true; that he is informed as to the facts stated upon information and belief as therein stated, and verily believes the same to be true.

R. C. Heard

Subscribed and sworn to before me

this 5th day of April, 1931.

Katherine Hicks
Notary Public, Baldwin County,
State of Alabama.

EXHIBIT "A"

No. 4577

THE STATE OF ALABAMA
REVENUE DEPARTMENT.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on 12 day of April, A. D. 1926, the Probate Court of Baldwin County rendered a decree for the sale of lands herein-after described and conveyed, for the payment of State and County taxes then due from Cornelia Vass Jones, et als the owner of said lands, and for the payment of the fees, costs, and expenses of and under said decree, and the sale had in execution thereof.

AND WHEREAS, thereafter, to-wit, on the 24 day of May, 1926, under and in pursuance of said decree, said lands were regularly offered for sale by the Tax Collector of Baldwin County for said taxes, fees, costs, and expenses, and no person having bid a sufficient sum for said lands to pay the same, said lands were bid in for the State for the sum of said taxes, fees, costs, and expenses.

AND WHEREAS, the time allowed by law for the redemption of said lands has elapsed since said sale, and the same not having been redeemed, the title thereto under said sale is still in the State.

AND WHEREAS, said lands having been entered upon the books of this Department, and the Auditor and Treasurer of this State, with the approval of the Governor, have fixed the price of said land, and ascertained that the sum of Two Hundred & no/100 (\$200.00) Dollars is sufficient to cover and satisfy all claims of the State and County against said lands for or on account of taxes, interest, fees, and costs, and officers' fees which were due upon or have accrued against said lands, as provided for in Chapter 58, Article 8, of the Code of Alabama of 1923.

AND WHEREAS, application has been made to the Auditor of the State by S. B. Adams to purchase said lands, and said sum of Two Hundred & no/100 (\$200.00) Dollars therefor has been paid into the State Treasury.

NOW THEREFORE, I, S. H. Blan, as Auditor of the State of Alabama, by virtue of and in accordance with the provisions of said Chapter 58, Article 8, of the Code of Alabama of 1923, with the approval of the Governor of Alabama, and in consideration of the premises above set out, have this day granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said S. B. Adams, without warranty or covenant of any kind on the part of the State, express or implied, all right and title of the State of Alabama in and to said lands, described as follows:

All Section 47, Township 2n, Range 2e,

lying and being situate in said County and State, to have and to hold the same, the said right and title of the State in the lands aforesaid, unto S. B. Adams and his heirs and assigns forever.

In testimony whereof I have hereunto set my hand and seal this the 12 day of July, 1928.

(SEAL)

S. H. Blan, State Auditor.

THE STATE OF ALABAMA, MONTGOMERY COUNTY.

I, Langdon C. Parker, a Notary Public in and for said County, in said State, hereby certify that S. H. Blan, whose name is signed to the foregoing conveyance as State Auditor, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 12 day of July, 1928.

(SEAL)

Langdon C. Parker, Notary Public.

(page two)

THE STATE OF ALABAMA)
BALDWIN COUNTY) PROBATE COURT.

Filed in office this 23 day of July, 1928--8 A. M. and duly recorded in Deed Book No. 45 N. S. pages 183; and I certify that \$--cts 50 license or privilege tax, paid as required by an Act of the Legislature, approved September 14, 1923;

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

EXHIBIT "B"

No. 4574

THE STATE OF ALABAMA
REVENUE DEPARTMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on 12 day of April, A. D. 1926, the Probate Court of Baldwin County rendered a decree for the sale of lands hereinafter described and conveyed, for the payment of State and County taxes then due from Cornelia Vass Jones, et als the owner of said lands, and for the payment of the fees, costs, and expenses of and under said decree, and the sale had in execution thereof.

AND WHEREAS, thereafter, to-wit, on the 24 day of May, 1926, under and in pursuance of said decree, said lands were regularly offered for sale by the Tax Collector of Baldwin County for said taxes, fees, costs, and expenses, and no person having bid a sufficient sum for said lands to pay the same, said lands were bid in for the State for the sum of said taxes, fees, costs, and expenses.

AND WHEREAS, the time allowed by law for the redemption of said lands has elapsed since said sale, and the same not having been redeemed, the title thereto under said sale is still in the State.

AND WHEREAS, said lands having been entered upon the books of this Department, and the Auditor and Treasurer of this State, with the approval of the Governor, have fixed the price of said land, and ascertained that the sum of Two Hundred & no/100 (\$200.00) Dollars is sufficient to cover and satisfy all claims of the State and County against said lands for or on account of taxes, interest, fees, and costs, and officers' fees which were due upon or have accrued against said lands, as provided for in Chapter 58, Article 8, of the Code of Alabama of 1923.

AND WHEREAS, application has been made to the Auditor of the State by S. B. Adams to purchase said lands, and said sum of Two Hundred & no/100 (\$200.00) Dollars therefor has been paid into the State Treasury.

NOW THEREFORE, I, S. H. Blan, as Auditor of the State of Alabama, by virtue of and in accordance with the provisions of said Chapter 58, Article 8, of the Code of Alabama of 1923, with the approval of the Governor of Alabama, and in consideration of the premises above set out, have this day granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said S. B. Adams, without warranty or covenant of any kind on the part of the State, express or implied, all right and title of the State of Alabama in and to said lands, described as follows:

Frac'l Section 2, Township 2n, Range 1 e,

lying and being situate in said County and State, to have and to hold the same, the said right and title of the State in the lands aforesaid, unto S. B. Adams and his heirs and assigns forever.

In testimony whereof I have hereunto set my hand and seal this the 12 day of July, 1928.

(SEAL)

S. H. Blan, State Auditor.

THE STATE OF ALABAMA, MONTGOMERY COUNTY.

I, Langdon C. Parker, a Notary Public in and for said County, in said State, hereby certify that S. H. Blan, whose name is signed to the foregoing conveyance as State Auditor, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 12 day of July, 1928

(SEAL)

Langdon C. Parker, Notary Public.

(page two)

THE STATE OF ALABAMA)
BALDWIN COUNTY)

PROBATE COURT

Filed in office this 23 day of July, 1928, 8 A. M. and duly recorded in Deed Book No. 45 N. S. pages 181; and I certify that \$--cts 50 license or privilege tax, paid as required by an Act of the Legislature, approved September 14, 1923;

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

OFFICE

HOPKINS STONE

EXHIBIT "C"

No. 4573

THE STATE OF ALABAMA
REVENUE DEPARTMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on 12 day of April, A. D. 1926, the Probate Court of Baldwin County rendered a decree for the sale of lands hereinafter described and conveyed, for the payment of State and County taxes then due from Cornelia Vass Jones, et als the owner of said lands, and for the payment of the fees, costs, and expenses of and under said decree, and the sale had in execution thereof.

AND WHEREAS, thereafter, to-wit, on the 24 day of May, 1926, under and in pursuance of said decree, said lands were regularly offered for sale by the Tax Collector of Baldwin County for said taxes, fees, costs, and expenses, and no person having bid a sufficient sum for said lands to pay the same, said lands were bid in for the State for the sum of said taxes, fees, costs and expenses.

AND WHEREAS, the time allowed by law for the redemption of said lands has elapsed since said sale, and the same not having been redeemed, the title thereto under said sale is still in the State.

AND WHEREAS, said lands having been entered upon the books of this Department, and the Auditor and Treasurer of this State, with the approval of the Governor, have fixed the price of said land, and ascertained that the sum of Two Hundred and no/100 (\$200.00) Dollars is sufficient to cover and satisfy all claims of the State and County against said lands for or on account of taxes, interest, fees, and costs, and officers' fees which were due upon or have accrued against said lands, as provided for in Chapter 58, Article 8, of the Code of Alabama of 1923.

AND WHEREAS, application has been made to the Auditor of the State by S. B. Adams to purchase said lands, and said sum of Two Hundred and no/100 (\$200.00) Dollars therefor has been paid into the State Treasury.

NOW THEREFORE, I, S. H. Blan, as Auditor of the State of Alabama, by virtue of and in accordance with the provisions of said Chapter 58, Article 8, of the Code of Alabama of 1923, with the approval of the Governor of Alabama, and in consideration of the premises above set out, have this day granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said S. B. Adams, without warranty or covenant of any kind on the part of the State, express or implied, all right and title of the State of Alabama in and to said lands, described as follows:

All Section 52, Township 2n, Range 1e,

lying and being situate in said County and State, to have and to hold the same, the said right and title of the State in the lands aforesaid, unto S. B. Adams and his heirs and assigns forever.

In testimony whereof I have hereunto set my hand and seal this the 12 day of July, 1928

(SEAL)

S. H. Blan, State Auditor.

THE STATE OF ALABAMA, MONTGOMERY COUNTY.

I, Langdon C. Parker, a Notary Public in and for said County, in said State, hereby certify that S. H. Blan, whose name is signed to the foregoing conveyance as State Auditor, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 12 day of July, 1928.

(SEAL)

Langdon C. Parker, Notary Public.

(page two)

THE STATE OF ALABAMA)
BALDWIN COUNTY) PROBATE COURT.

Filed in office this 23 day of July, 1928, 8 A. M. and duly recorded in Deed Book No. 46 N. S. pages 83; and I certify that \$-- cts 50 license or privilege tax, paid as required by an Act of the Legislature, approved September 14, 1923;

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

EXHIBIT "D"

No. 4576

THE STATE OF ALABAMA
REVENUE DEPARTMENT

KNOW ALL MEN BY THESE PRESENTS: That Whereas, on 12th day of April, A. D., 1926, the Probate Court of Baldwin County rendered a decree for the sale of lands hereinafter described and conveyed, for the payment of State and County taxes then due from Cornelia Vass Jones, et als, the owner of said lands, and for the payment of the fees, costs, and expenses of and under said decree, and the sale had in execution thereof.

AND WHEREAS, thereafter, to-wit, on the 24th day of May, 1926, under and in pursuance of said decree, said lands were regularly offered for sale by the Tax Collector of Baldwin County for said taxes, fees, costs, and expenses, and no person having bid a sufficient sum for said lands to pay the same, said lands were bid in for the State for the sum of said taxes, fees, costs and expenses.

AND WHEREAS, the time allowed by law for the redemption of said lands has elapsed since said sale, and the same not having been redeemed, the title thereto under said sale is still in the State.

AND WHEREAS, said lands having been entered upon the books of this Department, and the Auditor and Treasurer of this State, with the approval of the Governor, have fixed the price of said land, and ascertained that the sum of Two Hundred and No/100 (\$200.00) Dollars is sufficient to cover and satisfy all claims of the State and County against said lands for or on account of taxes, interest, fees, and costs, and officers' fees which were due upon, or have accrued against said lands, as provided for in Chapter 58, Article 8, of the Code of Alabama of 1923.

AND WHEREAS, application has been made to the Auditor of the State by S. B. Adams to purchase said lands, and said sum of Two Hundred and no/100 (\$200.00) Dollars therefor has been paid into the State Treasury.

NOW THEREFORE, I, S. H. Blan, as Auditor of the State of Alabama, by virtue of and in accordance with the provisions of said Chapter 58, Article 8, of the Code of Alabama of 1923, with the approval of the Governor of Alabama, and in consideration of the premises above set out, have this day granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said S. B. Adams, without warranty or covenant of any kind on the part of the State, express or implied, all right and title of the State of Alabama in and to said lands, described as follows:

All Section 54, Township 2 North Range 1 East,

lying and being situate in said County and State, to have and to hold the same, the said right and title of the State in the lands aforesaid, unto S. B. Adams and his heirs and assigns forever.

In testimony whereof, I have hereunto set my hand and seal this the 12th day of July, 1928.

S. H. Blan, State Auditor.

THE STATE OF ALABAMA, MONTGOMERY COUNTY.

I, Langdon C. Parker, a Notary Public in and for said County, in said State, hereby certify that S. H. Blan, whose name is signed to the foregoing conveyance as State Auditor, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 12th day of July, 1928.

Langdon C. Parker, Notary Public.

(page two)

THE STATE OF ALABAMA)
BALDWIN COUNTY) PROBATE COURT

Filed in office this 23 day of July, 1928--8 A. M. and duly recorded in Deed Book No. 46 N. S. pages 82; and I certify that \$--cts 50 license or privilege tax, paid as required by an Act of the Legislature, approved September 14, 1923;

G. W. Humphries,

Judge of Probate

By J. L. Kessler, Clerk.

EXHIBIT "E"

As to item (A):-

James D. Godbold,

James Knight,

James Carpenter.

As to item (B):-

George Washington Owens.

As to item (C):-

Richard Turvin (or Tervin).

As to item (D):-

James Carpenter.

EXHIBIT "F"

1920: Assessment Book 1, page 21. Beat 2. Assessment No. 63, assessed to heirs of Joel W. Jones, Richard Turvin Grant, Section 52, Township 2 North of Range 1 East; all fractional Section 2, Township 2 North of Range 1 East; all fractional Section 1, Township 2 North of Range 1 East; James Carpenter Tract, Section 54, Township 2 North of Range 1 East, James Carpenter Tract, Section 47, Township 2 North of Range 2 East, total number of acres 1835; assessed value of lands \$31,670.00; total State and County taxes \$570.06; District School Tax \$95.01; marked paid.

1921: Assessment Book 1, page 20. Beat 2; Assessment No. 61. Assessed to heirs of Joel W. Jones; all Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; all Section 1, Township 2 North of Range 1 East of Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 2 East; total number of acres 1835, total assessed valuation of lands \$31,670.00, total State and County taxes \$570.06; Special District School Tax \$95.01, marked paid.

1922: Assessment Book 1, page 20. Beat 2; Assessment No. 52. Assessed to heirs of Joel W. Jones, all Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; all of Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 2 East, total number of acres 1835; total assessed value of lands \$26,670.00, total state and county taxes \$480.06; Special School District Tax \$80.01, not marked paid.

1923: Assessment Book 1, page 19. Beat 2. Assessment No. 51; assessed to Mrs. Cordelia Vass Jones et al, Executors and Trustees; all Section 52, Township 2 North of Range 1 East; all Section 2, Township 2 North of Range 1 East; all Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 2 East, total number of acres 1834, total assessed value of lands \$20,000.00, total state and county taxes \$360.00; Special District School Tax \$60.00, marked paid.

1924: Assessment Book 1, page 19. Beat 2; Assessment No. 49; assessed to Mrs. Cordelia Vass Jones, F. Norton Williams, Executors and Trustees, and Mrs. Pattie Jones Williams; all Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; all of Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 2 East; total number of acres 1834, total assessed value of lands \$12,000.00, total State and county taxes \$216.00; Special District School Tax \$36.00, marked paid.

1925: Assessment Book 1, page 20. Beat 2; Assessment No. 44; assessed to Cordelia Vass Jones et al, Executors estate Winston Jones; all Section 52, Township 2 North of Range 1 East; all Section 2, Township 2 North of Range 1 East; all Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 2 East, total number of acres 1834, total assessed value of lands \$12,000.00, total state and county taxes \$216.00; Special District School Tax \$36.00, not shown paid.

1926: Assessment Book 1, page 20. Beat 2; Assessment No. 46; assessed to Mrs. Cordelia Vass Jones, et al, Executors of the estate of W. Jones; all Section 52 Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; fractional Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; all Section 47, Township 2 North of Range 1 East, number of acres 1834, value \$12,000.00, total State and County taxes \$216.00, Special District School Tax \$36.00, not shown paid.

1927: Assessment Book 1, page 19. Beat 2; Assessment No. 48, assessed to Mrs. Cordelia Vass Jones and F. N. Williams, Mrs. Pattie Jones

Williams, Executors and Trustees for estate of Winston Jones; all Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; all fractional Section 1, Township 2 North of Range 1 East; Section 56, Township 2 North of Range 1 East; Section 58, Township 2 North of Range 1 East; Section 57, Township 2 North of Range 1 East, subdivisions A, B and C, Section 7, Township 2 North of Range 2 East. Along the margin of this assessment appears this notation: "Void in state".

1928: No assessment of the following described lands for this year, all Section 47, Township 2 North of Range 2 East; all Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; fractional Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East; number of acres 1965;

1929: Assessment Book 1, page 1. Beat 1. Assessment No. 2, assessed to S. B. Adams; all Section 47, Township 2 North of Range 2 East; all Section 52, Township 2 North of Range 1 East; fractional Section 2, township 2 North of Range 1 East; fractional Section 1, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East, number of acres 1965, total assessed value of lands 5,895.00, state and county taxes 106.11; Special District School Tax \$17.69, marked paid.

1930: Assessment Book 1, page 1. Beat 1. Assessment No. 2, assessed to S. B. Adams; all Section 47, Township 2 North of Range 2 East; All Section 52, Township 2 North of Range 1 East; fractional Section 2, Township 2 North of Range 1 East; fractional Section, one, Township 2 North of Range 1 East; all Section 54, Township 2 North of Range 1 East, 1965 acres, total assessed value of lands \$5,895.00, state and county taxes 106.11; Special District School Tax \$17.69, marked paid.

EXHIBIT "G"

THOSE KNOWN TO CLAIM, TOGETHER WITH CLAIMANT, THE LANDS
OR PARTS THEREOF OR INTEREST THEREIN:-

James Carpenter, residence unknown;

Unknown heirs of James Carpenter, residence unknown;

Richard Turvin (or Tervin), residence unknown ;

Unknown heirs of Richard Turvin (or Tervin),
residence unknown;

Adam Hollinger, residence unknown;

Unknown heirs of Adam Hollinger, residence unknown;

James D. Godbold, residence unknown;

Unknown heirs of James D. Godbold, residence unknown;

James Knight, residence unknown;

Unknown heirs of James Knight, residence unknown;

John A. Winston, residence unknown;

Unknown heirs of John A. Winston, residence unknown;

Joel W. Jones, residence unknown;

Unknown heirs of Joel W. Jones, residence unknown;

George Washington Owens, residence unknown;

Unknown heirs of George Washington Owens, residence
unknown;

Mary Ann Godbold, residence unknown;

Unknown heirs of Mary Ann Godbold, residence unknown;

Charles A. Boleman, residence unknown;

Unknown heirs of Charles A. Boleman, residence unknown;

Eugenia Boleman, residence unknown;

Unknown heirs of Eugenia Boleman, residence unknown;

Carrie L. Clemmons, Mobile, Alabama;

Tunstall Lumsden, residence unknown;

Unknown heirs of Tunstall Lumsden, residence unknown;

Lilly Bellenger, residence unknown;

Unknown heirs of Lilly Bellenger, residence unknown;

John Bellenger, residence unknown;

Unknown heirs of John Bellenger, residence unknown;

Unknown heirs of Winston Jones, residence unknown;

David Moniac, residence unknown;

(page two)

(EXHIBIT "G", Cont'd.)

Unknown heirs of David Moniac, residence unknown;

Gaunt Crebs, residence unknown;

Unknown heirs of Gaunt Crebs, residence unknown;

Cordelia Vass Jones, Mobile, Alabama;

Pattie Jones Williams, Mobile, Alabama;

F. Norton Williams, Mobile, Alabama.

Emil J. Bihler, residence unknown; when last heard
of was somewhere in Missouri.

Unknown heirs of Emil J. Bihler, residence unknown.

LIS PENDENS NOTICE

NOTICE IS HEREBY GIVEN that on this day S. B. Adams has filed in the Circuit Court of Baldwin County, in Equity, his Bill of Complaint against the following lands, to-wit:-

Subdivisions "A" and "C", Section 7, Township 2 North of Range 2 East; Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, Township 2 North of Range 1 East; Section 52, Township 2 North of Range 1 East; Section 54, 56-A, 57, 58, Township 2 North of Range 1 East;

and against the following named Defendants, viz:

James Carpenter, residence unknown;

Unknown heirs of James Carpenter, residence unknown;

Richard Turvin (or Tervin), residence unknown;

Unknown heirs of Richard Turvin (or Tervin), residence unknown;

Adam Hollinger, residence unknown;

Unknown heirs of Adam Hollinger, residence unknown;

James D. Godbold, residence unknown;

Unknown heirs of James G. Godbold, residence unknown;

James Knight, residence unknown;

Unknown heirs of James Knight, residence unknown;

John A. Winston, residence unknown;

Unknown heirs of John A. Winston, residence unknown;

Joel W. Jones, residence unknown;

Unknown heirs of Joel W. Jones, residence unknown;

George Washington Owens, residence unknown;

Unknown heirs of George Washington Owens, residence unknown;

Mary Ann Godbold, residence unknown;

Unknown heirs of Mary Ann Godbold, residence unknown;

Charles A. Boleman, residence unknown;

Unknown heirs of Charles A. Boleman, residence unknown;

Eugenia Boleman, residence unknown;

Unknown heirs of Eugenia Boleman, residence unknown;

Carrie L. Clemmons, Mobile, Alabama;

Tunstall Lumsden, residence unknown;

Unknown heirs of Tunstall Lumsden, residence unknown;

Lilly Bellenger, residence unknown;

Unknown heirs of Lilly Bellenger, residence unknown;

John Bellenger, residence unknown;

Unknown heirs of John Bellenger, residence unknown;

Unknown heirs of Winston Jones, residence/^{un}known;

David Moniac, residence unknown;

Unknown heirs of David Moniac, residence unknown;

Gaunt Crebs, residence unknown;

Unknown heirs of Gaunt Crebs, residence unknown;

Cordelia Vass Jones, Mobile, Alabama;

Pattie Jones Williams, Mobile, Alabama;

F. Norton Williams, Mobile, Alabama.

Emil J. Bihler, residence unknown, when last heard of was somewhere in Missouri.

Unknown heirs of Emil J. Bihler, residence unknown.

The prayer of said Bill is to have declared in the said S. B. Adams the title to the aforesaid lands, and the claims, interest, title, lien or incumbrance of all persons whomsoever to be declared a cloud upon the said S. B. Adams' title to said lands, and by the appropriate Decree to be removed therefrom.

Dated this 4th day of May, 1931.

Hubert Ward & Chason
Solicitors for S. B. Adams.

Bay Minette acc. 6/1/31

Reduced.

% of J. B. Adams
vs Certain Lands - etc.

Legal ad - run in Baldwin Times

May 7-14-21-28-

371 words @ \$1/2 = \$

\$16 70

Due
R. B. Vail

S. B. Adams,

Complainant,

-vs-

F. Norton Williams, et al.,

Respondents.

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

Comes The First National Bank of Mobile, as Executor
of the will of S. B. Adams, deceased, and shows unto the
Court that the said S. B. Adams died on December 14th, 1938,
leaving a last will and testament which was duly admitted
to probate in the Probate Court of Mobile County, Alabama,
on January 27th, 1939, in which will The First National Bank
of Mobile was named as Executor and under which letters
testamentary were issued to said The First National Bank of
Mobile, as Executor, on said 27th day of January, 1939, and
the premises considered, by leave of the Court first had
and obtained, voluntarily makes itself a party to and com-
plainant in the above styled cause.

Hyatt & Rogers
on' Comer on' Lee Turner & Rogers
Solicitors for The First National Bank
of Mobile, as Executor of the will of
S. B. Adams, Deceased, Complainant.

S. B. Adams

15
Arthur. Sanders
et al

In The Circuit
Court of Baldwin
County Ala
In Equity.

Filed Dec 9-1939

R S Wuck
Registrar
H E Smith D

[Handwritten signature]

[illegible]

100

[illegible]

LIS PENDENS NOTICE

NOTICE IS HEREBY GIVEN that on this day S. B. Adams has filed in the circuit Court of Baldwin County, in Equity, his Bill of Complaint against the following lands, to-wit:-

Subdivisions "A" and "C", Section 7, Township 2 North of Range 2 East; Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 2, Township 2 North of Range 1 East; Section 32, Township 2 North of Range 1 East; Section 34, 35-1, 37, 38, Township 2 North of Range 1 East;

and against the following named Defendants, viz:-

James Carpenter, residence unknown;

Unknown heirs of James Carpenter, residence unknown;

Richard Turvin (or Tervin), residence unknown;

Unknown heirs of Richard Turvin (or Tervin), residence unknown;

Adam Hollinger, residence unknown;

Unknown heirs of Adam Hollinger, residence unknown;

James B. Godbold, residence unknown;

Unknown heirs of James B. Godbold, residence unknown;

James Knight, residence unknown;

Unknown heirs of James Knight, residence unknown;

John A. Winston, residence unknown;

Unknown heirs of John A. Winston, residence unknown;

Joel W. Jones, residence unknown;

Unknown heirs of Joel W. Jones, residence unknown;

George Washington Owens, residence unknown;

Unknown heirs of George Washington Owens, residence unknown;

Mary Ann Godbold, residence unknown;

Unknown heirs of Mary Ann Godbold, residence unknown;

Charles A. Bolaman, residence unknown;

Unknown heirs of Charles A. Bolaman, residence unknown;

Eugenia Bolaman, residence unknown;

Unknown heirs of Eugenia Bolaman, residence unknown;

Carrie L. Clemmons, Mobile, Alabama;

Funstall Lunsden, residence unknown;

Unknown heirs of Funstall Lunsden, residence unknown;

(page two)

Lilly Bellenger, residence unknown;

Unknown heirs of Lilly Bellenger, residence unknown;

John Bellenger, residence unknown;

Unknown heirs of John Bellenger, residence unknown;

Unknown heirs of Winston Jones, residence unknown;

David Moniac, residence unknown;

Unknown heirs of David Moniac, residence unknown;

Caunt Grebs, residence unknown;

Unknown heirs of Caunt Grebs, residence unknown;

Cordelia Vass Jones, Mobile, Alabama;

Pattie Jones Williams, Mobile, Alabama;

F. Norton Williams, Mobile, Alabama.

Emil J. Bihler, residence unknown, when last heard of was somewhere in Missouri.

Unknown heirs of Emil J. Bihler, residence unknown;

The prayer of said Bill is to have declared in the said S. B. Adams the title to the aforesaid lands, and the claims, interest, title, lien or incumbrance of all persons whomsoever to be declared a cloud upon the said S. B. Adams' title to said lands, and by the appropriate Decree to be removed therefrom.

Dated this _____ day of _____, 1931.

Register of the Circuit Court.

The State of Alabama, }
Baldwin County

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY

To Any Sheriff of the State of Alabama---GREETING:

WE COMMAND YOU, That you summon S.B.Adams,

of Mobile County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a ^{Cross} Bill of Complaint lately exhibited by F.Norton Williams, Cordelia Vass, executor and executrix of the state of Winston Jones, and Pattie Jones Williams,

against said

A.B.Adams,

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 22nd day of

June 1931.

T.W. Richerson Register.

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

11964 Original

Summons on cross
bill of complaint.
Serve on

Circuit Court of Baldwin County
In Equity.

S.B. Adams Case
No.

SUMMONS

F. Norton Williams et al,

vs.
S.B. Adams,

*Leave Copy on
Hearl & Co. Inc.*

Solicitor for Complainant.

Recorded in Vol. Page

RECORDED

The State of Alabama,
BALDWIN COUNTY.

Received in office this June 22nd, 1931.

day of 1931

W.R. Stewart
Sheriff.

Executed this 22nd day of
June 1931.

& copy of Cross bill & Answer
by leaving a copy of the within Summons with

R.C. Heard
one of the Attys for S.B. Adams,
Defendant.

W.R. Stewart
Sheriff.

By Deputy Sheriff.

S. B. ADAMS,

Complainant.

versus

F. NORTON WILLIAMS, ET AL.,

Respondents.

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

Come Cordelia Vass and F. Norton Williams, individually, and as executrix and executor of the estate of Winston Jones; and Pattie Jones Williams, and for answer to the bill of complaint, and as a cross-bill, in the above styled cause, say:

1. That they claim to be the owners in fee simple of the following described property:

Fractional section 1; fractional section 2; section 52, known as the Richard Turvin Grant; and section 54, known as the James Carpenter Grant; all in township 2 north, of range 1 east. Also section 47, in township 2 north, range 2 east, constituting a part of the said James Carpenter Grant, except that portion thereof which lies south of the section line of the regular survey which, when projected across said section 47, cuts off a small portion of the southern triangle thereof, the lands south of the said section line being those claimed by one Aiken, and being a small tract of only a few acres, but the exact contents thereof not being known to these respondents. The above described lands contain about 1,800 acres. Also sections 56a, 57, and 58, township 2 north, range 1 east, Baldwin County, Alabama.

In support of their claim, they allege the following:

These claimants and their predecessors in title, are entitled to, and have been in possession of, and have claimed title to said above described property for a great many years, during all of which time they paid the taxes due on said property, until on, to-wit, the 13th day of August, 1917, a contract was made by and between Winston Jones and his wife, Cordelia V. Jones, and Pattie Jones Williams and her husband, Chauncey C. Williams, as parties of the first part, and Lucas E. Moore Stave Company, Inc., a corporation, as party of the second

part, by the terms of which said agreement, the parties of the first part sold to the party of the second part all the timber of said lands, with the right to cut and remove said timber any time during fifteen years from the date of said instrument, which was August 10th, 1917. A copy of said agreement is hereto attached as Exhibit "A" and made a part hereof.

2. By the terms of said agreement the grantee, the Lucas E. Moore Stave Company, Inc., covenanted and agreed to pay all taxes thereafter accruing on or against the said lands and timber, until all the timber had been cut, and the grantee had surrendered its rights, under said agreement, or until the expiration of the period stipulated as the time within which the grantee was allowed to cut the said timber.

Pursuant to the terms of said agreement, the said Lucas E. Moore Stave Company, Inc. entered into possession of said property, and for a number of years paid the taxes due, in accordance with the terms of said agreement.

3. On, to-wit, the 17th day of February, 1926, William G. Austin and Pat H. Miller were appointed Ancillary Receivers of the Lucas E. Moore Stave Company, Inc., by the United States District Court for the Southern District of Alabama, in the case of Beeson Moore Stave Company vs. Lucas E. Moore Stave Company, Inc., in equity, case No. 107, and in the proceedings in said cause a decree was made on, to-wit, the 9th day of May, 1927, directing the Receivers to sell the property of the Lucas E. Moore Stave Company, Inc. On, to-wit, the 2nd day of May, 1927, a contract was made and entered into between S. B. Adams, the complainant in this case, on the one hand, and W. G. Austin and Pat H. Miller, as Receivers of the Lucas E. Moore Stave Company, Inc., on the other hand, a copy

of said contract being hereto attached as Exhibit "B" and made a part hereof. By the terms of said contract the said S. B. Adams agreed to bid for the property of the Lucas E. Moore Stave Company, Inc., including that herein described, the sum of \$45,000.00. Pursuant to said agreement, an order was obtained from the Court authorizing and directing the property to be sold, and at said sale, which was conducted on the 13th day of June, 1927, at twelve o'clock at the Court House of Mobile County, Alabama, the complainant, S. B. Adams was the highest and best bidder for said property, and said property was sold to him, and thereafter, at his request in writing, the property was conveyed to the S. B. Adams Lumber Company, Inc., by the Ancillary Receivers of the Lucas E. Moore Stave Company, Inc., which said conveyance provided, among other things, as follows:

"NOW, THEREFORE, the premises considered, and in consideration of the payment to us of the aforesaid sum of Forty-five Thousand and no/100 (\$45,000.00) Dollars, we, William G. Austin and Pat H. Miller, as Ancillary Receivers of Lucas E. Moore Stave Company, have bargained and sold, and do by these presents grant, bargain, sell and convey unto S. B. Adams Lumber Company, Inc., all of the right, title and interest of Lucas E. Moore Stave Company, and all right, title and interest which we, as receivers of said Lucas E. Moore Stave Company, can convey under the orders, decrees and proceedings in the aforesaid cause of Beeson Moore Stave Company against Lucas E. Moore Stave Company in and to the hereinafter described property, free of the lien of the deed of trust made by the Lucas E. Moore Stave Company to the Brooklyn Trust Company, dated July 1, 1922, and free of all other liens, except that the lands and and timber, or timber rights in Baldwin County, Alabama, are conveyed free only of the lien to the Brooklyn Trust Company under the aforesaid deed of trust, but subject to any other liens that may exist thereon; the said S. B. Adams Lumber Company, Inc. assuming and agreeing to pay its pro rata share from the time of sale of all taxes assessed on any of said property, and its pro rata share of all insurance premiums that have been paid for insurance upon said property, or any part thereof, all in accordance with the terms and conditions of the decree of May 9, 1927, under which said property was sold."

4. Respondents further show that S. B. Adams, the complainant in this cause, is the president of the S. B. Adams Lumber Company, Inc., and controls and owns practically all the stock of said corporation, and that, by virtue of the agreement to purchase the timber on the said lands, subject to any liens that may have existed thereon, it became the duty of S. B. Adams, individually, and the said S. B. Adams Lumber Company, Inc. to pay all the taxes accruing on said lands for a period of fifteen years from August 10th, 1917, and notwithstanding the duty and obligation to pay said taxes, the said property was permitted to be sold for taxes to the State of Alabama on the 12th day of April, 1926, as alleged in the original bill of complaint.

5. Although it was the duty of the Lucas E. Moore Stave Company, Inc. under the agreement by which it purchased the timber on said lands, to pay all taxes on said lands for a period of fifteen years, and although it became the duty of S. B. Adams, as purchaser at the Receiver's sale of all the rights of the Lucas E. Moore Stave Company in said lands, and the duty of the S. B. Adams Lumber Company, Inc., as grantee in the deed from the Receivers, to pay all the taxes due on said property, nevertheless the said property was permitted to be sold for taxes, and the said S. B. Adams and the S. B. Adams Lumber Company, Inc. failed to redeem the said property from the tax sale, but as alleged in the original bill of complaint, the said S. B. Adams purchased the said property from the State of Alabama in his own name, and is now attempting to claim title to the said lands adversely to the respondents, who are the rightful owners thereof.

6. Respondents allege that the said S. B. Adams and the S. B. Adams Lumber Company, Inc. were placed in possession of said property under and by virtue of the agreement made on the 10th day of August, 1917 between Winston Jones and his wife, Cordelia Vass Jones, and Pattie Jones Williams and her husband, Chauncey C. Williams, and the sale to S. B. Adams by the Receivers of the Lucas E. Moore Stave Company, Inc. of its interest in said property, so that the said S. B. Adams cannot now claim adversely to the heirs and personal representatives of the said Winston Jones and to the said Pattie Jones Williams.

7. Respondents show that the said S. B. Adams and the said S. B. Adams Lumber Company, Inc., by reason of their failure to pay the taxes on said property, have defaulted under the terms of the agreement dated August 10th, 1917, so that the respondents have a right to require the said S. B. Adams and the S. B. Adams Lumber Company, Inc. to pay all of the taxes that have accrued on said property for and in the name of these respondents, and to further require them to pay a reasonable attorney's fee incurred by these respondents in enforcing their rights under the said contract of August 10th, 1917, and these respondents allege that by reason of the said S. B. Adams attempting to purchase the said property from the State of Alabama, in his own name, in violation of his obligation to these respondents, these respondents have incurred attorneys fees in these proceedings which should be paid by the said S. B. Adams and the said S. B. Adams Lumber Company, Inc.

WHEREFORE, the premises considered, these respondents pray that this answer be treated as a cross bill; that the complainant, S. B. Adams, and the S. B. Adams Lumber Company, Inc., be made parties respondent thereto; and that due process be issued to them and served upon them, and that they be required to answer, as required by law.

Respondents and cross-complainants further pray that this Court enter a decree requiring the said S. B. Adams and the S. B. Adams Lumber Company, Inc. to pay all the taxes accruing against said property, up to and including August 10th, 1932, as well as the attorney's fees incurred by these respondents and cross-complainants in defending this suit, and bringing this cross bill, and cross-complainants further pray that the Court decree that the said S. B. Adams has no interest whatsoever in said property, and that he immediately surrender any possession he may have, or claim to have, to your cross-complainants, and cross-complainants pray for such other, further and different relief as they may in the premises be entitled to.

Solicitors for respondents and
cross-complainants.

Foot Note:

The cross-respondents, S. B. Adams, and the S. B. Adams Lumber Company, Inc. are required to answer each and every allegation of the above and foregoing cross-bill, but not under oath, oath as to such answers being hereby expressly waived.

Solicitors for respondents and
cross-complainants.

EXHIBIT "A"

THIS INSTRUMENT, Made and executed this first day of August, 1917, by and between Winston Jones and his wife, Cordelia V. Jones, and Pattie Jones Williams and her husband, Chauncey C. Williams, parties of the first part, and hereinafter called grantors, and Lucas E. Moore Stave Company, a corporation, party of the second part, and hereinafter called grantee, WITNESSETH:-

For the consideration hereinafter shown, the grantors do hereby grant, bargain, sell and convey to the grantee all of the timber upon the following described lands situated either in Baldwin County, Alabama, only, or partly in Baldwin County, Alabama, and partly in Clarke County, Alabama, namely:-

Fractional Section 1; Fractional Section 2; Section 52, known as the Richard Furvin Grant; and Section 54, known as the James Carpenter Grant; all in Township 2 North, of Range 1 East. Also Section 47, in Township 2 North, Range 2 East, constituting a part of the said James Carpenter Grant, except that portion thereof which lies south of the section line of the regular survey which, when projected across said Section 47, cuts off a small portion of the southern triangle thereof, the lands south of the said section line being those claimed by one Aiken and being a small tract of only a few acres, but the exact contents thereof not being known to the parties hereto. The lands, the timber upon which is hereby granted, contain about 1,800 acres.

To have and to hold to the said grantee, its successors and assigns, forever, under the terms and conditions hereinafter set forth.

The grantors do hereby covenant and agree that the grantee shall have the right to cut, remove and utilize the said timber at any time within fifteen years from this date, and during said period shall have and exercise upon and over the said lands all such rights, privileges and easements as may be convenient or necessary in cutting, removing or utilizing the said timber. Should the operations of the grantee be so impeded or delayed by any unusual or extraordinary happening or occurrence of a character reasonably calculated to produce such result as to prevent it, or its successors or assigns, from cutting and removing the said timber within said period of fifteen years, then the grantors will extend the aforesaid privilege of cutting, removing and utilizing the said timber for an additional period of three years. Any of said timber which may not be cut and removed at the expiration of said fifteen year period, in the event that there be

no extension, and at the expiration of said extended period, in the event that said three year extension be granted, thereupon shall revert to, and become the property of, the then owner of the soil upon which such remaining timber stands.

The grantee covenants and agrees to pay for the said timber the total sum of \$55,000.00, of which \$20,000.00 is here and now paid in cash, and the grantors hereby acknowledge the receipt thereof. The remaining \$35,000.00 of purchase price is to be paid in twenty-four monthly installments of \$1,458.33 each, according to the tenor of the twenty-four promissory notes of the grantee, each for said sum of \$1,458.33, bearing even date herewith and payable, one on or before the first day of each calendar month, beginning with the first day of September, 1917, to the order of the said Winston Jones, with interest from date at the rate of six per cent per annum.

The grantors covenant and agree to pay the taxes upon the said timber and the lands upon which the same is situated for the current fiscal year. The grantee covenants and agrees to pay all taxes thereafter accruing upon or against the said lands and timber until all of the said timber shall have been cut and the grantee shall have surrendered its rights under this agreement, or until the expiration of the period hereinabove stipulated as the time within which it is allowed to cut the said timber. The grantors shall continue to assess the said lands in their own names, and the grantee shall either pay the tax bills direct to the proper authorities, or pay the same upon demand to the grantors at any time after the grantors shall have paid the same to the proper authorities.

The grantors hereby reserve, and the grantee hereby vests in the grantors, a lien upon the said timber to secure the payment of the aforesaid unpaid portion of the purchase price therefor and also the taxes which the grantee agrees herein to pay. Should the grantee fail to pay any one of said installments of purchase price within ten days after the same matures, or fail to pay before the same become delinquent any taxes which it has herein agreed to pay, or fail to reimburse the grantors for any taxes paid by them for which the grantee is liable hereunder, within ten days after demand for such reimbursement shall have been made by the grantors, then in either of said

events the grantors may declare all of the unpaid portion of said purchase price to be due, and, after giving thirty days' notice of the time, terms and place of sale, with a description of the property, may sell at public auction at the Court House door of Baldwin County, Alabama, the then unconsumed portion of the timber, easements, rights and privileges hereby conveyed, and execute a proper conveyance to the purchaser or purchasers at said sale. Or, the grantors, at their option, may foreclose the aforesaid lien by an appropriate proceeding in a Court of Equity, rather than under the power hereinabove granted. Whether the said lien be foreclosed under the said power, or by a proceeding in equity, the proceeds of the sale shall be applied, first, to all of the costs and expenses of foreclosure, including Court costs and attorneys' fees; next, to the payment of any taxes for which the grantee is obligated under the terms of this instrument; and next, to the payment of whatever may be owing, with interest, upon the said notes evidencing said deferred installments of purchase price. Should any of said proceeds then remain, the same shall be paid over to the grantee. Should there be a foreclosure under the power of sale herein contained, the grantors may purchase at said sale, and their agent, attorney or auctioneer making the said sale is hereby authorized to execute to them a proper conveyance.

As long as the grantee is not in default in the making of any of the payments on account of the purchase price of said property, or in paying any taxes which it herein agrees to pay, it may cut the said timber in the usual course of its logging and milling operations, but immediately upon the happening of any such default, all cutting or logging of the said timber must cease while said default continues.

The grantors covenant with the grantee that they are seized in fee of the above described lands and of the timber thereon; that the same are free from all encumbrances; that they have a good right to sell and convey the same; and that they, and their personal representatives and heirs, will forever warrant and defend the same to the grantee, its successors and assigns, against the lawful claims of all persons whomsoever. The grantors further covenant and agree to hold the grantee, its successors and assigns, harmless against any liability incurred by cutting or taking any of the said timber, it being intended

by this provision to so fix the measure of damages for a failure of the title to any portion of the timber cut by the grantee, its successors and assigns, that they will be fully protected against loss by reason of such failure of title.

The provisions hereof run in favor of, apply to and bind, not only the respective parties hereto, but also their respective personal representatives, heirs, successors and assigns.

IN TESTIMONY WHEREOF, the grantors have hereto set their hands and seals, and the grantee has caused its corporate name to be hereto signed and its corporate seal to be hereto affixed by its officers thereunto duly authorized, in duplicate, the day and year first hereinabove written.

(sgd.) Winston Jones (SEAL).

(sgd.) Cordelia Vass Jones (SEAL).

(sgd.) Chauncey C. Williams (SEAL).

(sgd.) Pattie Jones Williams (SEAL).

LUCAS E. MOORE STAVE COMPANY

SEAL

By (sgd.) Lucas E. Moore
Vice Pres. & Secy.

State of Alabama,
Mobile County.

I, Clifton E. Rabby, a Notary Public in and for said State and County, hereby certify that Winston Jones and his wife, Cordelia V. Jones, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me, on this day, that being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of August, 1917.

SEAL

(sgd.) Clifton E. Rabby
Notary Public, Mobile County, Alabama.

State of Virginia
County of Bath.

I, John W. Stephenson, Jr., a Notary Public in and for said State and County, hereby certify that Pattie Jones Williams and her husband, Chauncey C. Williams, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me, on this day, that being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of August, 1917.

SEAL

(sgd.) John W. Stephenson, Jr.
Notary Public, for Bath Co., Va.

State of Louisiana,
Parish of Orleans.

I, Charles F. Fletcher, a Notary Public in and for said State and County, hereby certify that Lucas E. Moore, whose name as Vice Pres. & Secy. of Lucas E. Moore Stave Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day, that being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15 day of August, 1917.

(Sgd.) Charles F. Fletcher
Notary Public, Orleans Parish, Louisiana.

SEAL

EXHIBIT "B"

The contract between S. B. Adams, of the one part, and William G. Austin and Pat H. Miller, as receivers of the Lucas E. Moore Stave Company, of the other part, heretofore entered into on, to-wit, the 14th day of April, 1927, in regard to purchase of all property of Lucas E. Moore Stave Company in the Southern District of Alabama, which is covered by the deed of trust to Brooklyn Trust Company, dated July 1, 1922, is hereby modified by mutual consent in the following respects, namely:

It is agreed that said S. B. Adams shall bid as his initial bid at the sale provided for in said agreement not less than Thirty-Five Thousand and no/100 Dollars (\$35,000.00) for said property. Should he be the highest bidder at a sum less than Forty-five Thousand and no/100 Dollars (\$45,000.00), then, his closing bid shall be treated as having been Forty-five Thousand and no/100 Dollars (\$45,000.00) and it shall be so declared and reported by the auctioneer selling said property. The Ten Thousand and no/100 Dollars (\$10,000.00), which has already been paid to said receivers, to be applied against the final bid of said S. B. Adams of Forty-five Thousand and no/100 Dollars (\$45,000.00).

Dated at Mobile, Alabama, this second day of May, 1927.

(sgd.) S. B. Adams

(sgd.) William G. Austin

(sgd.) Pat H. Miller

As receivers of the Lucas E.
Moore Stave Company.

The State of Alabama, }
Baldwin County

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon Pattie Jones Williams,
Mobile, Alabama.

of Mobile County, to be and appear before the Judge of the Circuit Court
of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Sum-
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by
S. B. Adams

against said ~~James Carpenter~~ James Carpenter, Et al

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 7th day of

May 193 1

T. W. Richerson Register.

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

69, *Jefferson*
RECORDED
Original

Serve on _____

Circuit Court of Baldwin County
In Equity.

No. _____

SUMMONS

S. B. Adams

vs.
Pattie Jones Williams,
ET AL, Mobile, Ala.

Mobile, Ala.

Hybart, Heard & Chason
Solicitor for Complainant.

Recorded in Vol. _____ Page _____

The State of Alabama,
BALDWIN COUNTY.

Received in office this _____
day of _____ 193_____

Sheriff.

Executed this _____ day of _____
193_____

by leaving a copy of the within Summons with

Defendant.

Sheriff.

By _____
Deputy Sheriff.

mobile
Not found in my County after diligent search and inquiry
this *30* day of *May* 193*1*.
W. H. HOLCOMBE, Jr., Sheriff
By *A. B. Jefferson* D. S.

The State of Alabama, { CIRCUIT COURT OF BALDWIN COUNTY,
Baldwin County } IN EQUITY

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon ~~Pattie Jones Williams,~~

~~Mobile, Alabama.~~

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


~~S.E. Adams~~

against said ~~James Carpenter~~ James Carpenter, Et al

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this ~~7th~~ day of

~~May~~ 193 ~~1~~

 Register.

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

RECORDED

Copy for Pattie Jones Williams

Serve on _____

Circuit Court of Baldwin County
In Equity.

No. _____

SUMMONS

S.B. Adams

vs.

Pattie Jones Williams

Et al., Mobile, Ala.

Mobile

Hybart, Heard & Chason

Solicitor for Complainant.

Recorded in Vol. _____ Page _____

RECORDED

The State of Alabama,
BALDWIN COUNTY.

Received in office this _____

day of _____ 193_____

Sheriff.

Executed this 2nd day of

June 1937

by leaving a copy of the within Summons with

Not found in
Baldwin County ✓

Defendant.

Mobile County

Sheriff.

By A.P. Pruitt

Deputy Sheriff.