

15 1/2

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

BALDWIN COUNTY BANK, a Corp. COMPLAINANT

VS.

#15 1/2

Joseph S. Page Sr., RESPONDENT

I, Anna Belle Hand

as ~~Register~~ and Commissioner

have called and caused to come before me C.L. White

witness named in the requirement for Oral Examination, on the 12th of June

1935, at the office of Robert S. Duck, Register,

in Bay Minette, Alabama, and having first sworn said witness to speak the

truth, the whole truth, and nothing but the truth, the said C.L. White,

doth depose and say as follows:

DEPOSITION OF MR. C. L. WHITE.

DIRECT EXAMINATION BY MR. J. B. BLACKBURN

I was Assistant Cashier of The Baldwin County Bank, a Corporation, prior to the time it closed on January 27th, 1932. And am now assistant Cashier in the re-organized Baldwin County Bank.

The Respondent and Cross Complainant introduces in evidence as its Exhibit "A" the original note from J. S. Page and Lula Page to the Baldwin County Bank, date March 1st, 1930 for the sum of Thirteen Hundred Fifty (\$1350.00) Dollars due on June 1st, 1930.

The Note hereinabove described was secured by a mortgage from ~~me~~ Joseph S. Page and Lula A. Page, to Baldwin County Bank dated March 1st, 1930 and recorded in Book No. 39 of Mortgages at page 340, Baldwin County Records.

The Respondent and Cross-Complainant hereby introduces this original Mortgage in evidence as its exhibit "B".

at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness ... or had proof made before me of the identity of said witness....; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof.

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 12th day of June 19 25.

Anna Belle Hand (L. S.)

15 1/2

No. 15 1/2 Page \_\_\_\_\_

**THE STATE OF ALABAMA,  
BALDWIN COUNTY**

**IN CIRCUIT COURT, IN EQUITY**

Joseph S. Page Sr.,

COMPLAINANT

vs.

Baldwin County Bank,

RESPONDENT

**ORAL DEPOSITION**

Filed June 12th, 1925

Robert S. Wink, Register.

RECORDED IN

Record

Vol. \_\_\_\_\_ Page \_\_\_\_\_

Register

1938

Executed 12-19

on *J* by *J* serving *subpoena a CPA*

By \_\_\_\_\_ She  
Deputy She

ALIAS

WRIT OF ASSISTANCE.

JOSEPH S. PAGE,  
Complainant and Cross-  
Respondent

vs.

BALDWIN COUNTY BANK, a Corp.,  
Respondent and Cross-  
Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY NO 15 1/2

Dated this 16th day of  
December, 1938

15 1/2

Notary Public for Baldwin County, Alabama  
George W. [unclear]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court of Baldwin County, Alabama, in Equity, on this the 16 day of December, 1938.



2 South of Range 3 East, in Baldwin County, Alabama.  
and;

WHEREAS, Writs of Possession directed to M. H. Wilkins, Sheriff of Baldwin County, Alabama, directing him to place the said BALDWIN COUNTY BANK, in possession of the said property were regularly issued and demand was made for possession of said property on repeated occasions, yet the said BALDWIN COUNTY BANK has not been let into or taken possession of the said piece of property or any part thereof according to the tenor of said Decree; and,

WHEREAS, the said land which is hereinabove described is now in the wrongful possession of the said JOSEPH S. PAGE and the following members of his family: Lulu Page, his wife, Chester Page, a son, Joseph Page, Jr., a Son, John Page, a Son, Jack Page, a Son, and Ruth Page, a Daughter, which said parties, or some of them, have threatened M. H. Wilkins as said Sheriff if he attempted to execute the said Writ; and,

WHEREAS, by an Order of said Court made in the said cause on the 29th day of April, 1937, it was ordered that our Writ of Assistance issue to you, the said Sheriff, to put the said BALDWIN COUNTY BANK, a Corporation, in possession thereof and from time to time maintain and defend its said possession:

THEREFORE, we Command you that immediately after receiving this Writ, you go to and enter upon the said piece or parcel of land and that you eject and remove therefrom all and every person holding or detaining the same or any part thereof against the said BALDWIN COUNTY BANK, and that you put and place the said BALDWIN COUNTY BANK in full, peaceable and quiet possession of the said piece or parcel of land without delay and it, the said BALDWIN COUNTY BANK, in such possession thereof from time to time maintain, keep and defend or cause to be kept, maintained and defended according to the tenor and true intent of the said Decree and Order of said Court.

ALIAS.

JOSEPH S. PAGE,

Complainant and Cross-  
Respondent,

VS.

BALDWIN COUNTY BANK, a Corp-  
oration,

Respondent and Cross-  
Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY. No. 15 $\frac{1}{2}$ .

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to deliver to the Baldwin County Bank, a Corporation, possession of the lands and tenements of which the said Baldwin County Bank, a Corporation recovered of Joseph S. Page by a Decree of our Circuit Court held for the County of Baldwin on the 5th day of February, 1936, viz:

The Northeast Quarter of the Southeast Quarter of Section Eighteen, Township 2 South, Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll.

Also the West Half of South Half of South Half of Southeast Quarter of Northeast Quarter of Section 18, Township 2 South, Range 3 East;

Also the Southwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section 18, containing sixty acres, more or less, and all in Township 2 South, Range 3 East, and also beginning 110 yards North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 18, in Township 2 South, Range 3 East, running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence West 300 yards to place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land;

ALSO the following parcel of land, to-wit: Beginning at the Southeast Corner of the East Half of the Northeast Quarter of Section 18, Township 2 South, Range 3 East, running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less in Section 18, Township 2 South Range 3 East, excepting and reserving out of said Section 18, six acres more or less, conveyed to Joseph S. Page, Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. page 122, Baldwin County Records. Together with all appurtenances thereunto belonging. All that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 18, in Township 2 South Range 3 East, running thence East 220 yards, thence South 220 yards, thence West 220 yards, thence North 220 yards to place of beginning, containing Ten acres more or less in Section 18, Township 2 South of Range 3 East, in Baldwin County, Alabama.

You are further commanded of the goods and chattels lands and tenements of the said Joseph S. Page you cause to be

made the sum of \$ 46.25, costs of Court; and make return of  
this writ and the execution thereof according to law.

Witness my hand this 15<sup>th</sup> day of ~~May~~ May, 1937.

R. S. Deuch

Register.

15 1/2

ALIAS WRIT OF REPOSSESSION AND  
FIDELITY FACIAS.

JOSEPH S. PAGE,  
Complainant and Cross-  
Respondent,

VS.

BALDWIN COUNTY BANK, a Corpor-  
ation,  
Respondent and Cross-  
Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY. NO. 153.

Dated this 15th day of ~~November~~ *May*,  
1938.

*W. B. ...*  
Register.



ALIAS.

JOSEPH S. PAGE,

Complainant and Cross-  
Respondent,

VS.

BALDWIN COUNTY BANK, a Corp-  
oration,

Respondent and Cross-  
Complainant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 15 $\frac{1}{2}$ .

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to deliver to the Baldwin County Bank, a Corporation, possession of the lands and tenements of which the said Baldwin County Bank, a Corporation recovered of Joseph S. Page by a Decree of our Circuit Court held for the County of Baldwin on the 5th day of February, 1937, viz:

The Northeast Quarter of the Southeast Quarter of Section Eighteen, Township 2 South, Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll.

Also the West Half of South Half of South Half of Southeast Quarter of Northeast Quarter of Section 18, Township 2 South, Range 3 East;

Also the Southwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section 18, containing sixty acres, more or less, and all in Township 2 South, Range 3 East, and also beginning 110 yards North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 18, in Township 2 South, Range 3 East, running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence West 300 yards to place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land;

ALSO the following parcel of land, to-wit: Beginning at the Southeast Corner of the East Half of the Northeast Quarter of Section 18, Township 2 South, Range 3 East, running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less in Section 18, Township 2 South Range 3 East, excepting and reserving out of said Section 18, six acres more or less, conveyed to Joseph S. Page, Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. page 122, Baldwin County Records. Together with all appurtenances thereunto belonging. All that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 18, in Township 2 South Range 3 East, running thence East 220 yards, thence South 220 yards, thence West 220 yards, thence North 220 yards to place of beginning, containing Ten acres more or less in Section 18, Township 2 South of Range 3 East, in Baldwin County, Alabama.

You are further commanded of the goods and chattels

lands and tenements of the said Joseph S. Page you cause to be made the sum of \$ 46<sup>25</sup>, costs of Court; and make return of this writ and the execution thereof according to law.

Witness my hand this 15th day of ~~May~~<sup>May</sup>, 1937.

R. L. DeLoach

Register.

15 1/2  
ALIAS.

JOSEPH S. PAGE,

Complainant and Cross-  
Respondent,

VS.

BALDWIN COUNTY BANK, a Corp-  
oration,

Respondent and Cross-  
Complainant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 15 1/2.

Dated this 15th day of ~~February~~ <sup>May</sup>,  
1937

*Joseph S. Page*  
*Plaintiff*

2-22-1937  
SWEET ON

*Joseph S. Page*

*M. H. McIlhenny*

*A. H. Anderson*



15 1/2

ALIAS.

WRIT OF POSSESSION.

JOSEPH S. PAGE,  
Complainant and  
Respondent.

Vs.

BAIRDWIN COUNTY BANK, a Corp.,  
Respondent and Cross-  
Complainant.

Executed Dec 19<sup>th</sup> 1938  
by handing a copy of the  
within writ to  
Mrs Joseph S. Page

Mr. A. Williams  
Shaw

By John R. Davis  
D.S.

By Frank H. Probert  
Frank H. Probert

By C. J. ...  
C. J. ...

By W. H. ...  
W. H. ...

By John R. Davis  
D.S.

*alias*

The State of Alabama, *Baldwin* County  
IN THE CIRCUIT COURT, IN EQUITY

To Any Sheriff of the State of Alabama:

You are hereby commanded, that of the Goods and Chattels, Lands and Tenements of.....

*Joel Page*  
*Fidelity Life* *120,000* Dollars, which sum was decreed against *him*  
at the *Spring* Term, 19*36*, of the Circuit Court, in Equity, in a cause lately  
pending in said Court, wherein *Joel Page* Complainant, and  
*Baldwin Trust Bank* Defendant, and said money, with this Writ  
having your proper endorsement thereon, you will have at the office of the Register of said Court at.....

....., Alabama, on the..... Monday in..... 19.....  
Witness my hand this the *7<sup>th</sup>* day of....., 19*36*.

*J. R. [Signature]*, Register.

REGISTER'S FEES				REGISTER'S FEES			
	No.	Rate	Amount		No.	Rate	Amount
Filing Bill and..... other Paper, each.....	<i>17</i>	\$0 10	<i>1 10</i>	<b>AMOUNT BROUGHT FORWARD.....</b>			
Issuing each Subpoena on a Bill.....		50	<i>50</i>	Hearing and Passing upon Application for Ap- pointment of Receiver or Trustee.....		\$3 00	<i>19 95</i>
Issuing..... Copies thereof.....		40	<i>40</i>	For..... Settlements with Receiver or Trustee		3 00	
Entering each Return thereof.....		15	<i>15</i>	For examining each Voucher of Trustee, Receiver or Person Acting in a Fiduciary Capacity mak- ing Settlement of Trust.....		10	
For..... Orders of Publication.....		1 00		Examination of each Answer or Exceptions to see whether the same is full and sufficient.....		3 00	
Issuing Writ of Injunction, Ne Exeat.....		1 50		Recording Resignation, Removal or Suggestion of Death of Trustee.....		75	
For..... Copies of said Writ.....		50		For Entering Certificate of Supreme Court.....		50	
Entering..... Returns thereof.....		15		Taking Questions and Answers and Recording same in Proceedings, to perpetuate Testimony, for each 100 words.....		25	
Issuing..... Writs of Attachment or Assistance.....		1 00		For all other Services relating to such proceeding, to be paid by applicant.....		1 00	
Entering..... Returns thereof.....		15		For..... Notices sent by mail to Creditors, under Article 1, Chap. 113, Code.....		15	
Docketing Cause.....		1 00	<i>1 00</i>	Filing, Receipting for and Docketing Claims, under said Article.....		25	
Entering..... Appearances.....		25	<i>25</i>	For all Entries on Commission Docket.....		50	<i>30</i>
For..... Decrees Pro Confesso on Per. Service.....		1 00	<i>1 00</i>	For all Entries on Subpoena Docket.....		50	<i>50</i>
For..... Decrees Pro Confesso on Publication.....		1 00	<i>1 00</i>	Notice of Appeal.....			
For..... Orders Appointing Guardian ad litem.....		1 00		Transcript to Supreme Court, 15c per 100 words			
For..... Orders by Register.....		50	<i>50</i>	Certificate of Transcript.....			
Issuing Commission to take Testimony.....		50	<i>1 00</i>	Making each deed to property sold.....		2 00	
Receiving and filing..... Packages of Testimony.....		10	<i>20</i>	<b>TOTAL REGISTER'S FEES.....</b>			
Endorsing..... Packages of Depositions.....		10	<i>20</i>	<b>SHERIFF'S FEES</b>			
Entering Order Submitting Cause for Decree.....		50	<i>50</i>	Serving and Returning Subpoenas on Defendants.....		\$1 50	<i>1 50</i>
Entering..... Orders of Court.....		25	<i>50</i>	Summoning and Returning Subp's for Witnesses.....		65	<i>1 30</i>
Noting Testimony on Hearing of Cause.....		50	<i>50</i>	Levying Attachment.....		1 50	
Abstract for use of Chancellor.....		1 00		Entering and Returning same.....		25	
Entering..... Decrees of 500 words or less.....		75	<i>2 25</i>	Selling Property Attached.....			
Entering..... Decrees over 500 words, at.....		15		Impanelling Jury.....		75	
Taking Accounts, Etc., on Reference..... days.....		3 00		Executing Writ of Possession.....		<i>5 00</i>	<i>5 00</i>
Taking Testimony on Reference relating to Trustees and Receivers..... words.....		15		Collecting Execution for Costs.....		1 50	<i>7 50</i>
For..... Reports of 500 words or less.....		2 50		Serving and Returning..... Scire Facias.....		65	
For..... Reports over 500 words, at.....		15		Serving and Returning..... Notices.....		65	
Issuing Subpoenas for..... Witnesses.....		25	<i>50</i>	Serving and Returning Writ of Injunction.....		1 50	
Issuing..... Witness Certificates.....		25	<i>25</i>	Serving and Returning Writ of Ne Exeat.....		1 50	
Issuing..... Executions.....		75	<i>75</i>	Serving Attachment for Contempt of Court.....		1 50	
Entering..... Returns thereof.....		15	<i>15</i>	Taking and Approving..... Bonds.....		75	
Taking and Approving..... Bonds.....		1 00		Collecting Money on Execution.....			
Making Copy of..... per 100 words.....		15		Making Deed.....		2 50	
Making Complete Record, per 100 words.....		15	<i>10 00</i>	Serving and Returning Application to Perpetuate Testimony.....		1 00	
Issuing..... Notices.....		50		<b>TOTAL SHERIFF'S FEES.....</b>			
Relieving Minors of Disabilities of Non-Age, the same fees as allowed for similar services; to be paid by the minor or his or her next friend, not exceeding, when application not contested.....		5 60		<b>RECAPITULATION.</b>			
Commission on Sales.—For the first \$100, 2%; for all over \$100 and not exceeding \$1,000, 1 1/2%; for all over \$1,000 and not exceeding \$20,000, 1%; and for all over \$20,000, 3/4 of 1% For receiving, safe keeping and paying out and distributing money other than that arising from sales, on the first \$1,000, 1%; on all over \$1,000 and not over \$5,000, 3/4 of 1%; on all over \$5,000 and not exceeding \$10,000, 3/4 of 1%; and all over \$10,000, 3/4 of 1% Receiving, keeping and paying out money paid into Court, in which decree is rendered in favor of an Administrator ad litem, 3/4 of 1% on the amount received and paid out.....				Revenue Trial Tax.....		\$3 00	<i>3 00</i>
For..... Certificates or Affidavits, with seal.....		50		Register's Fees.....		<i>38 95</i>	<i>38 95</i>
For..... Certif. or Affidavits, without seal.....		25		Sheriff's Fees.....		<i>7 50</i>	<i>46 45</i>
AMOUNT FORWARD.....			<i>19 95</i>	Printer's Fees.....			
				Commissioner's Fees.....		<i>1 00</i>	<i>1 00</i>
				Solicitor's Fees.....			
				Guardian ad Litem Fees.....			
				Witness Fees.....		<i>3 00</i>	<i>3 00</i>
				TOTAL.....			<i>46 45</i>

ALIAS.

JOSEPH S. PAGE,

Complainant and Cross-  
Respondent,

vs.

Respondent and Cross-  
Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
No. 154.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to deliver to the Baldwin County Bank, a Corporation, possession of the lands and tenements of which the said Baldwin County Bank, a Corporation recovered of Joseph S. Page by a Decree of our Circuit Court held for the County of Baldwin on the 5th day of February, 1936, viz:

The Northeast Quarter of the Southeast Quarter of Section Eighteen, Township 2 South, Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll.

Also the West Half of South Half of South Half of Southeast Quarter of Northeast Quarter of Section 18, Township 2 South, Range 3 East;

Also the Southwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section 18, containing sixty acres, more or less, and all in Township 2 South, Range 3 East, and also beginning 110 yards North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 18, in Township 2 South, Range 3 East, running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence West 300 yards to place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land;

ALSO the following parcel of land, to-wit: Beginning at the Southeast Corner of the East Half of the Northeast Quarter of Section 18, Township 2 South, Range 3 East, running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less in Section 18, Township 2 South Range 3 East, excepting and reserving out of said Section 18, six acres more or less, conveyed to Joseph S. Page, Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. page 122, Baldwin County Records. Together with all appurtenances thereunto belonging. All that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 18, in Township 2 South Range 3 East, running thence East 220 yards, thence South 220 yards, thence West 220 yards, thence North 220 yards to place of beginning, containing Ten acres more or less in Section 18, Township 2 South of Range 3 East, in Baldwin County, Alabama.

You are further commanded of the goods and chattels lands and tenements of the said Joseph S. Page you cause to be

made the sum of \$46.75, costs of Court; and make return of this writ and the execution thereof according to law.

Witness my hand this 15th day of May, 1939.

*R. L. Duck*  
1939  
Filed

Register.

*W. J. ...*  
1939  
Filed

IN EQUITY. NO. 127.

BALTIMORE COUNTY, MARYLAND.

IN THE CIRCUIT COURT OF

COMPLAINANT.

Respondent and Cross-

petition,

BALTIMORE COUNTY PARK, & GOLDOL-

AS.

Respondent.

COMPLAINANT and Cross-

JOSEPH S. BAYNE

ALBERT JACOBS.

WILLS WITH OR POSSESSION AND

Cobb

12/5



15 1/2

OFFICE OF  
**SHERIFF OF BALDWIN COUNTY**  
M. H. WILKINS, Sheriff

Bay Minette, Ala., Dec 29 1938

Received of M. H. Wilkins Sheriff  
\$2.50 for moving Mrs. Joe  
Page

Otis Richerson

JOSEPH S. PAGE,

Complainant and Cross-Respondent,

VS.

BALDWIN COUNTY BANK, a Corporation,

Respondent and Cross-Complainant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 15 $\frac{1}{2}$ .

WRIT OF ASSISTANCE.

TO THE HONORABLE M. H. WILKINS, SHERIFF OF BALDWIN COUNTY, ALABAMA:

WHEREAS, by virtue of a Decree of the Circuit Court of Baldwin County, Alabama, Sitting in Equity, rendered in this said cause on to-wit, February 5, 1936, by the Honorable F. W. Hare, Judge of the said Court, it was among other things therein contained, adjudged and decreed by the said Court that the Baldwin County Bank, a Corporation, was the owner of the property hereinafter described and entitled to the immediate possession thereof the said property being therein described as follows, to-wit:

The Northeast Quarter of the Southeast Quarter of Section Eighteen, Township 2 South Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll.

Also the West Half of South Half of South Half of Southeast Quarter of Northeast Quarter of Section 18, Township 2 South, Range 3 East;

Also the Southwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section 18, containing sixty acres, more or less, and all in Township 2 South, Range 3 East, and also beginning 110 yards North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 18, in Township 2 South Range 3 East, running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence West 300 yards to place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land; all in Baldwin County, Alabama;

Also the following parcel of land, to-wit: Beginning at the Southeast Corner of the East Half of the Northeast Quarter of Section 18, Township 2 South, Range 3 East, running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less in Section 18, Township 2 South Range 3 East, excepting and reserving out of said Section 18, six acres, more or less, conveyed to Joseph S. Page, Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. page 122, Baldwin County Records. Together with all appurtenances thereunto belonging. All that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 18 in Township 2 South of Range 3 East, running thence East 220 yards, thence South 220 yards,

thence West 220 yards, thence North 220 yards to place of beginning, containing ten acres more or less in Section 18, Township 2 South of Range 3 East, in Baldwin County, Alabama.

and;

WHEREAS, Writs of Possession directed to M. H. Wilkins, Sheriff of Baldwin County, Alabama, directing him to place the said Baldwin County Bank in possession of the said property were regularly issued and demand was made for possession of said property on repeated occasions, yet the said Baldwin County Bank has not been let into or taken possession of the said piece of property or any part thereof according to the tenor of said Decree; and,

WHEREAS, the said land which is hereinabove described is now in the wrongful possession of the said Joseph S. Page and the following members of his family: Lula Page, his wife, Chester Page, a Son, Joseph S. Page Jr., a Son, John Page, a Son, Jack Page, a Son and Ruth Page, a Daughter, which said parties, or some of them, have threatened M. H. Wilkins as said Sheriff if he attempted to execute the said Writ; and,

WHEREAS, by an Order of said Court made in the said cause on the 29th day of April, 1937, it was ordered that our Writ of Assistance issue to you, the said Sheriff, to put the said Baldwin County Bank, a Corporation, in possession thereof and from time to time to maintain and defend its said possession:

THEREFORE, we command you that immediately after receiving this Writ, you go to and enter upon the said piece or parcel of land and that you eject and remove therefrom all and every person holding or detaining the same or any part thereof against the said Baldwin County Bank, and that you put and place the said Baldwin County Bank in full, peaceable and quiet possession of the said piece or parcel of land without delay and it, the said Baldwin County Bank, in such possession thereof from time to time maintain, keep and defend or cause to be kept, maintained and defended according to the tenor and true intent of the said Decree and Order of said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed the seal of the Circuit Court of Baldwin County, Alabama,  
in Equity, on this the 24 day of May, 1937.



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Register in Chancery, Baldwin County,  
Alabama.



15 1/2

WARRANT OF ASSISTANCE

JOSEPH L. S. TRACY,

Comptroller and Chief-Resident  
of

BALTIMORE COUNTY BANK, a Corporation  
Resident and Corps of Baltimore

IN THE CIRCUIT COURT OF  
BALTIMORE COUNTY, ALABAMA  
IN REPLY, NO. 15

Dated this 27 day of May, 1957.

*Joseph L. S. Tracy*

J. B. BLACKEBURN  
ATTORNEY AT LAW  
BALTIMORE, ALABAMA

# The State of Alabama, Baldwin County

## IN THE CIRCUIT COURT, IN EQUITY

To Any Sheriff of the State of Alabama:

You are hereby commanded, that of the Goods and Chattels, Lands and Tenements of Joe L. Page Jr. you cause to be made the sum of Forty Six and 20/100 Dollars, which sum was decreed against him at the Spring Term, 1936, of the Circuit Court, in Equity, in a cause lately pending in said Court, wherein Joe L. Page Jr. Complainant, and Baldwin County Bank Defendant, and said money, with this Writ having your proper endorsement thereon, you will have at the office of the Register of said Court at Baymire, Alabama, on the Monday in 1936, Witness my hand this the 17 day of January, 1936.

O. K. Hall, Register.

REGISTER'S FEES				REGISTER'S FEES				
	No.	Rate	Amount		No.	Rate	Amount	
Ag Bill and <u>2</u> other Paper, each	<u>11</u>	\$0 10	<u>1.10</u>	<b>AMOUNT BROUGHT FORWARD</b>				<u>19.65</u>
Issuing each Subpoena on a Bill	50		<u>2.00</u>	Hearing and Passing upon Application for Appointment of Receiver or Trustee		\$3 00		
Issuing <u>2</u> Copies thereof	<u>40</u>		<u>4.00</u>	For <u>2</u> Settlements with Receiver or Trustee	<u>3</u>	00		
Entering each Return thereof	15		<u>1.50</u>	For examining each Voucher of Trustee, Receiver or Person Acting in a Fiduciary Capacity making Settlement of Trust		10		
For <u>1</u> Orders of Publication	<u>1</u>	00		Examination of each Answer or Exceptions to see whether the same is full and sufficient		3 00		
Issuing Writ of Injunction, Ne Exeat	1 50			Recording Resignation, Removal or Suggestion of Death of Trustee		75		
For <u>1</u> Copies of said Writ	<u>50</u>			For Entering Certificate of Supreme Court		50		
Entering <u>1</u> Returns thereof	<u>15</u>			Taking Questions and Answers and Recording same in Proceedings, to perpetuate Testimony, for each 100 words		25		
Issuing <u>1</u> Writs of Attachment or Assistance	<u>1</u>	00		For all other Services relating to such proceeding, to be paid by applicant	<u>1</u>	00		
Entering <u>1</u> Returns thereof	<u>15</u>			For <u>1</u> Notices sent by mail to Creditors, under Article 1, Chap. 113, Code		15		
Docketing Cause	1 00		<u>1.00</u>	Filing, Receipting for and Docketing Claims, under said Article		25		
Entering <u>1</u> Appearances	<u>25</u>		<u>2.50</u>	For all Entries on Commission Docket	<u>1</u>	50	<u>50</u>	
For <u>1</u> Decrees Pro Confesso on Per. Service	<u>1</u>	00	<u>1.00</u>	For all Entries on Subpoena Docket		50	<u>50</u>	
For <u>1</u> Decrees Pro Confesso on Publication	<u>1</u>	00		Notice of Appeal				
For <u>1</u> Orders Appointing Guardian ad Litem	<u>1</u>	00		Transcript to Supreme Court, 15c per 100 words				
For <u>1</u> Orders by Register	<u>50</u>		<u>5.00</u>	Certificate of Transcript				
Issuing Commission to take Testimony	50		<u>1.00</u>	Making each deed to property sold	2 00			
Receiving and filing <u>2</u> Packages of Testimony	<u>10</u>		<u>2.00</u>	<b>TOTAL REGISTER'S FEES</b>				<u>20.95</u>
Endorsing <u>1</u> Packages of Depositions	<u>10</u>		<u>2.00</u>	<b>SHERIFF'S FEES</b>				
Entering Order Submitting Cause for Decree	50		<u>5.00</u>	Serving and Returning Subpoenas on Defendants	\$1 50		<u>1.50</u>	
Entering <u>2</u> Orders of Court	<u>25</u>		<u>5.00</u>	Summoning and Returning Subp's for Witness	65		<u>1.30</u>	
Noting Testimony on Hearing of Cause	50		<u>5.00</u>	Levying Attachment	1 50			
Abstract for use of Chancellor	1 00			Entering and Returning same	25			
Entering <u>1</u> Decrees of 500 words or less	<u>75</u>		<u>7.50</u>	Selling Property Attached				
Entering <u>1</u> Decrees over 500 words, at	<u>15</u>			Impaneling Jury	5			
Taking Accounts, Etc., on Reference <u>3</u> days	<u>3</u>	00		Executing Writ of Possession	<u>50</u>		<u>5.00</u>	
Taking Testimony on Reference relating to Trustees and Receivers <u>15</u> words	<u>15</u>			Collecting Execution for Costs	1 50		<u>1.50</u>	
For <u>2</u> Reports of 500 words or less	<u>2</u>	50		Serving and Returning <u>Scire Facias</u>	65			
For <u>1</u> Reports over 500 words, at	<u>15</u>			Serving and Returning <u>Notices</u>	65			
Issuing Subpoenas for <u>2</u> Witnesses	<u>25</u>		<u>5.00</u>	Serving and Returning Writ of Injunction	1 50			
Issuing <u>1</u> Witness Certificates	<u>25</u>		<u>2.50</u>	Serving and Returning Writ of Ne Exeat	1 50			
Issuing <u>1</u> Executions	<u>75</u>		<u>7.50</u>	Serving Attachment for Contempt of Court	1 50			
Entering <u>1</u> Returns thereof	<u>15</u>		<u>1.50</u>	Taking and Approving <u>Bonds</u>	75			
Taking and Approving <u>Bonds</u>	<u>1</u>	00		Collecting Money on Execution				
Making Copy of <u>2</u> per 100 words	<u>15</u>		<u>3.00</u>	Making Deed	2 50			
Making Complete Record, per 100 words	<u>15</u>		<u>1.50</u>	Serving and Returning Application to Perpetuate Testimony	1 00			
Issuing <u>1</u> Notices	<u>50</u>		<u>5.00</u>	<b>TOTAL SHERIFF'S FEES</b>				<u>9.30</u>
Relieving Minors of Disabilities of Non-Age, the same fees as allowed for similar services; to be paid by the minor or his or her next friend, not exceeding, when application not contested	5 00			<b>RECAPITULATION.</b>				
Commission on Sales.—For the first \$100, 2%; for all over \$100 and not exceeding \$1,000, 1 1/2%; for all over \$1,000 and not exceeding \$20,000, 1%; and for all over \$20,000, 3/4 of 1%				Revenue Trial Tax	\$3 00		<u>3.00</u>	
For receiving, safe keeping and paying out and distributing money other than that arising from sales, on the first \$1,000, 1%; on all over \$1,000 and not over \$5,000, 3/4 of 1%; on all over \$5,000 and not exceeding \$10,000, 1/2 of 1%; and all over \$10,000, 1/4 of 1%				Register's Fees			<u>20.95</u>	
Receiving, keeping and paying out money paid into Court, in which decree is rendered in favor of an Administrator ad litem, 1/4 of 1% on the amount received and paid out				Sheriff's Fees			<u>9.30</u>	
For <u>1</u> Certificates or Affidavits, with seal	<u>50</u>			Printer's Fees			<u>1.00</u>	
For <u>1</u> Certif. or Affidavits, without seal	<u>25</u>			Commissioner's Fees <u>4</u>			<u>4.00</u>	
AMOUNT FORWARD			<u>19.65</u>	Solicitor's Fees				
				Guardian ad Litem Fees			<u>3.00</u>	
				Witness Fees			<u>3.00</u>	
				TOTAL			<u>46.25</u>	



JOSEPH S. PAGE,

Complainant,

VS.

BALDWIN COUNTY BANK, a  
Corporation,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 15 $\frac{1}{2}$ .

ANSWER AND CROSS BILL.

Comes the Respondent in the above entitled cause and for Answer to the Bill of Complaint and each and every count thereof and this its Cross Bill against the said Joseph S. Page, and respectfully shows unto this Honorable Court as follows:

1. The Respondent and Cross Complainant admits all of the allegations contained in paragraph numbered "First" of the said Bill of Complaint and that the said Complainant and Cross Respondent is over twenty-one years of age.

2. Respondent and Cross Complainant denies that the said Complainant and Cross Respondent, Joseph S. Page is the owner of the land described in the said Bill of Complaint and denies that he was in peaceable possession of it at the time this suit was commenced as alleged in paragraph "Second" of the said Bill of Complaint. The Respondent and Cross Complainant claims to own the lands described in the said Bill of Complaint under and because of the following instruments and the following state of facts, to-wit:

The Complainant and Cross Respondent became indebted to the Baldwin County Bank in the sum of \$1350.00 and in the sum of \$950.00, together with interest thereon as evidenced by two promissory waive notes, true copies of which are hereto attached, marked Exhibits "A" and "B" respectively and made a part hereof as though fully incorporated herein, which said notes are mentioned in and secured by those certain mortgage deeds from the said Com-

plainant and Cross Respondent to the said Respondent and Cross Complainant, true copies of which are hereto attached, marked Exhibits "C" and "D" respectively, and made a part hereof as though fully incorporated herein; that the said Complainant and Cross Respondent did not pay the notes hereinreferred to as Exhibits "A" and "B" respectively and while this default continued the mortgages herein referred to as Exhibits "C" and "D" respectively were foreclosed by the Respondent and Cross Complainant and foreclosure deeds were made to the Respondent and Cross Complainant, true copies of which are hereto attached, marked Exhibits "E" and "F" respectively and made a part hereof as though fully incorporated herein; that after the foreclosure of the said mortgages the Respondent and Cross Complainant mailed written notices to the said Complainant and Cross Respondent by Registered Mail, postage prepaid with Return Receipts Requested, demanding possession of the lands described in the Bill of Complaint, true copies of which are hereto attached, marked Exhibits "G" and "H" respectively and made a part hereof as though fully incorporated herein and that the said Complainant and Cross Respondent refused and continued to refuse to deliver possession of the said property to the Respondent and Cross Complainant up to the time this suit was commenced and still refuses to deliver possession of it.

The Respondent and Cross Complainant denies each and all other allegations of the said Bill of Complaint which are not herein specifically answered.

PRAYER FOR PROCESS.


The said Baldwin County Bank, a Corporation, having now fully answered the said Bill of Complaint, prays that this its Answer be taken and treated in all respects as a Cross Bill and



that the said Joseph S. Page be made a party respondent thereto and have notice thereof according to the rules and practice of this Honorable Court.

PRAYER FOR RELIEF.

This Respondent and Cross Complainant prays that this Honorable Court will, when this cause comes on to be heard, enter a decree denying to the Complainant and Cross Respondent the relief prayed for by him and will enter a Decree to the effect that this Respondent and Cross Complainant is the owner of the land involved in this suit and particularly described in the Bill of Complaint and that if this Honorable Court should determine that this Respondent and Cross Complainant is entitled to the land made the subject of this suit, your Honor will enter a Decree to that effect in its favor forever quieting its title against the Complainant and Cross Respondent and will issue all necessary and proper writs of possession which may be necessary to place the Respondent and Cross Complainant in possession of the said lands. If the Respondent and Cross Complainant is mistaken in the relief prayed for, it further prays that the Court will grant unto it such other, further and general relief as it may be entitled to the premises considered.

  
Solicitor for Respondent and Cross  
Complainant.

FOOT NOTE: The said Joseph S. Page is required to answer each and every allegation of the above and foregoing Cross Bill but not under oath, his oath thereto, being hereby expressly waived.

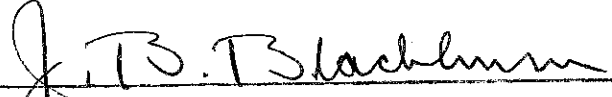
  
Solicitor for Respondent and Cross  
Complainant.

EXHIBIT "A"

" \$1350.00 BAY MINETTE, ALA. March 1st. 1930

On the 1st day of June 1930, I, we, or either of us, promise to pay to the order of Baldwin County Bank, of Bay Minette, Alabama.

Thirteen Hundred Fifty & No/100 - - - - -DOLLARS, for value received in gold coin of the United States of the present standard of weight and fineness.

Negotiable and payable at Baldwin County Bank, Bay Minette, Alabama.

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

Witness our hand and seal the day above given.

Attest: \_\_\_\_\_ J. S. Page (Seal)
Attest: \_\_\_\_\_ (Seal)
Attest: \_\_\_\_\_ Lula Page (Seal)

(On back of note)

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt, and they agree that time of payment may be extended without notice to them of such extension. The bank at which his note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

INTEREST ENDORSEMENT

<u>5/31</u> 1930	\$	to	<u>7-1</u>	1930
<u>7-1</u> 1930	\$	to	<u>7-31</u>	1930
<u>8-4</u> 1930	\$	to	<u>9-1</u>	1930
<u>8-30</u> 1930	\$	to	<u>10-1</u>	1930
<u>10-1</u> 1930	\$	to	<u>11-1</u>	1930
<u>      </u> 19	\$	to	<u>      </u>	19

EXHIBIT "B"

"\$950.00

BAY MINETTE, ALA. March 1st. 1930

On the 1st day of June 1930, I, we, or either of us, promise to pay to the order of Baldwin County Bank, of Bay Minette, Alabama.

Nine Hundred Fifty & No/100-----DOLLARS, for value received in gold coin of the United States of the present standard of weight and fineness.

Negotiable and payable at Baldwin County Bank, Bay Minette, Alabama.

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

Witness our hand and seal the day above given.

J. S. Page (SEAL)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

Lula Page (SEAL)

(On back of note)

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

Payments on Principal Balance Due

<u>3-1</u>	<u>1930</u>	<u>\$50.00</u>	<u>\$900.00</u>
<u>19</u>		<u>\$</u>	<u>\$</u>
<u>19</u>		<u>\$</u>	<u>\$</u>
<u>19</u>		<u>\$</u>	<u>\$</u>
<u>19</u>		<u>\$</u>	<u>\$</u>
<u>19</u>		<u>\$</u>	<u>\$</u>

INTEREST ENDORSEMENT

<u>5/31</u>	<u>1930</u>	<u>\$</u>	<u>to</u>	<u>7-31</u>	<u>1930</u>
<u>8-4</u>	<u>1930</u>	<u>\$</u>	<u>to</u>	<u>10-1</u>	<u>1930</u>
<u>10-1</u>	<u>1930</u>	<u>\$</u>	<u>to</u>	<u>11-1</u>	<u>1930</u>
<u>19</u>		<u>\$</u>	<u>to</u>	<u>19</u>	
<u>19</u>		<u>\$</u>	<u>to</u>	<u>19</u>	

EXHIBIT "C"

The State of Alabama, )  
Baldwin County. )

KNOW ALL MEN BY THESE PRESENTS, That whereas, the undersigned--Joseph S. Page and Lula A. Page, his wife, are-----justly indebted to---Baldwin County Bank-----in the sum of Thirteen Hundred and fifty & No/100- - - -Dollars, evidenced by--our---promissory note--dated---March 1st,-----1930, and due and payable at Baldwin County Bank on the 1st day of June, 1930, with interest from maturity-----and whereas, the said--Joseph S. Page and Lula A. Page are -----desirous of securing the prompt payment of said note--when the same falls due. Now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said --Joseph S. Page and Lula A. Page-----have bargained and sold and--we--do hereby grant, bargain, sell and convey unto the said---Baldwin County Bank-----the following described real estate, situated in---Baldwin---County and State of Alabama, to-wit:-----

The Northeast quarter of the Southeast quarter of Section eighteen Township 2 South, Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll; Also West half of South half of South half of Southeast quarter of Northeast quarter of Section eighteen in Township 2 South, Range 3 East; Also the Southwest quarter of the Northeast quarter and the East half of the Northwest quarter of the Southeast quarter of Section eighteen, containing sixty acres, more or less, and all in Township two South, Range three East, and also beginning 110 yards North of the Southwest corner of the Southeast quarter of the North-east quarter of Section eighteen, in Township 2 S. R. 3 E., running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence West 300 yards to place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land;

Also the following parcel of land, to-wit: Beginning at the Southeast corner of the East half of the Northeast quarter of Section 18, Township 2 S. R. 3 E., running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less, in Section eighteen, Township two South Range three East, excepting and reserving out of said Section eighteen, six acres more or less, conveyed to Joseph S. Page, Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. Page 122, Baldwin County records, Together with all appurtenances thereunto belonging. -----warranted free from all incumbrance and against any adverse claims.

TO HAVE AND TO HOLD, The above granted premises unto the said -----Baldwin County Bank, its successors-----and assigns forever. And for the purpose of further securing the payment of said note---we do hereby agree to pay all the taxes and assessments when imposed legally upon said premises, and should---we---make default in the payment of same, said-----Baldwin County Bank-----may at--its--option pay off the same; and to further secure the said indebtedness first above named---we---agree to keep said property insured for at least -----One Thousand (\$1000.00) & No/100- - - - -DOLLARS loss, if any, payable to said-----Baldwin County Bank-----as--its--interest may appear, and if--we--fail to keep said property insured as above specified, then the said---Baldwin County Bank-----may at its--option insure said property for said sum for its--own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by--Baldwin County Bank

---shall become a debt to----Baldwin County Bank----additional to the indebtedness, hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said--Baldwin County Bank----and be due and payable at the maturity of debt.

UPON CONDITION, HOWEVER, That if the said J. S. Page and Lula A. Page--pay said note--and reimburse said Baldwin County Bank-----for any amount---it----may have expended as taxes and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Baldwin County Bank-----or should said note --or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said--Baldwin County Bank---- or its--assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said--Baldwin County Bank, its---agent or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving---15---day's notice, by publication once a week, for two consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published -----in said County and State, to sell the same in front of the Court House door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; Third, to the payment of said note---in full whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale, and Fourth, the balance, if any, to be turned over to the aid --J. S. Page and Lula A. Page---- And we--further agree, that said----Baldwin County Bank, its---agents or assigns, may bid at said sale and purchase said property, if the highest bidder thereof; and---we--further agree to pay a reasonable attorney's fee to said--Baldwin County Bank-----ot --its--assigns, for the foreclosure of this mortgage in chancery. Should same be foreclosed said fee to be a part of the debt hereby secured.-----

Witness --our---hands and seals this the --1st--day of March ---A. D., 1930.

Witness:

\_\_\_\_\_ )  
\_\_\_\_\_ )

----J. S. Page----SEAL

----Lula Page-----SEAL

The State of Alabama, )  
Baldwin County. )

I,----Winnie G. Scarborough,-----

a---Notary Public-----in and for said County, in said State, hereby certify that---J. S. Page and Lula A. Page, his wife,----whose names are signed to the foregoing conveyance, and who--are--known to me, acknowledged before me on this day that being informed of the contents of this conveyance----they----executed the same voluntarily on the same bears date.

Given under my hand and official seal this---1st--day of March A. D., 1930.

Winnie G. Scarborough  
Notary Public, Baldwin County, Alabama.

(Seal)

The State of Alabama, )  
Baldwin County. )

I,----Winnie G. Scarborough-----

a-----Notary Public-----in and for said County, in said State, hereby certify that on the--1st day of---March---1930, came before me the within named---Lula A. Page-----known to me (or made known to me) to be the wife of the within named--J. S. Page---- who being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of the husband.

In witness whereof, I hereunto set my hand and official seal, this---1st---day of March---A. D., 1930.

Winnie G. Scarborough  
Notary Public, Baldwin County, Alabama.

(Seal)



EXHIBIT "D"

The State of Alabama, )  
Baldwin County. )

KNOW ALL MEN BY THESE PRESENTS, That whereas, the undersigned---J. S. Page and Lula Page, his wife, are----justly indebted to---Baldwin County Bank-----in the sum of --Nine Hundred Fifty and No/100- - - - - Dollars, evidenced by --our--promissory note--dated-----March 1st, ----1930, and due and payable at Baldwin County Bank on the 1st day of June, 1930, with interest from maturity-----and whereas, the said J. S. Page and Lula Page are ----desirous of securing the prompt payment of said note--when the same falls due. Now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said J. S. Page and Lula Page-----have bargained and sold, and--we---do hereby grant, bargain, sell and convey unto the said---Baldwin County Bank-----the following described real estate, situated in---Baldwin---County and State of Alabama, to-wit:-----All of that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest corner of the Northwest quarter of the Southeast quarter of Section Eighteen, in Township Two, South of Range Three East, running thence East 220 yards, thence South 220 yards, thence West 220 yards, thence North 220 yards to the place of beginning, Containing Ten acres more or less in Section Eighteen, Township two South of Range Three East. Also, the following personal property:- One iron grey horse mule about 10 years old, weighing about 1100 pounds; One brown mare mule about 12 years old, weighing about 1100 pounds; One two horse wagon and set of harness; Nine head of stock cattle, being all the cattle owned by us, also any increase from said cattle. Also our entire crop of cotton, corn, hay, beans, potatoes, sugar cane and all other produce grown by us on our farms in Baldwin County, Alabama, during the year 1930. Also, all turpentine cups on all my property.-----warranted free from all incumbrance and against any adverse claims.

TO HAVE AND TO HOLD, The above granted premises unto the said-----Baldwin County Bank, its successors-----and assigns forever. And for the purpose of further securing the payment of said note--we do hereby agree to pay all the taxes and assessments when imposed legally upon said premises, and should-----we----make default in the payment of same, said-----Baldwin County Bank-----may at---its---option pay off the same; and to further secure the said indebtedness first above named-----agree to keep said property insured for at least-----DOLLARS loss, if any, payable to said-----as-----interest may appear, and if----fail to keep said property insured as above specified, then the said-----may at-----option insure said property for said sum for-----own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by-----Baldwin County Bank----shall become a debt to----Baldwin County Bank-----additional to the indebtedness, hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said-----Baldwin County Bank-----and be due and payable at maturity of---debt.-----

UPON CONDITION, HOWEVER, That if the said --J. S. Page and Lula Page---pay said note---and reimburse said---Baldwin County Bank for any amount---it---may have expended as taxes and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said---Baldwin County Bank-----or should said note---, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said--Baldwin County Bank---or---its---assigns in said property become endangered by reason of the enforcement of any

prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said----Baldwin County Bank, its----agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving---15--day's notice, by publication once a week, for two consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published---in said County and State, to sell the same in front of the Court House door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; Third, to the payment of said note--in full whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale, and Fourth, the balance, if any, to be turned over to the said--J. S. Page and Lula Page----- And we--further agree, that said---Baldwin County Bank, its-----agents or assigns, may bid at said sale and purchase said property, if the highest bidder thereof; and--we--further agree to pay a reasonable attorney's fee to said--Baldwin County Bank---- or its assigns, for the foreclosure of this mortgage in chancery. Should same be foreclosed said fee to be a part of the debt hereby secured.

Witness--our--hands and seals this the 1st--day of March,A.A., 1930.

Witness:

\_\_\_\_\_ ) J. S. Page-----SEAL  
 \_\_\_\_\_ ) Lula Page-----SEAL

The State of Alabama, ) I, ---Winnie G. Scarborough,-----  
 Baldwin County. )

a----Notary Public-----in and for said County, in said State, hereby certify that---J. S. Page and Lula Page, his wife,-----whose names are signed to the foregoing conveyance, and who--are--known to me, acknowledged before me on this day that being informed of the contents of this conveyance---they---executed the same voluntarily on the same bears date.

Given under my hand and official seal this--1st--day of--- March----A. D., 1930.

(Seal) Winnie G. Scarborough  
 Notary Public,Baldwin County,Alabama.

The State of Alabama, ) I,----Winnie G. Scarborough,-----  
 Baldwin County. )

a--Notary Public-----in and for said County, in said State, hereby certify that on the --1st day of March---1930, came before me (or made known to me) to be the wife of the within named--J. S. Page-----who, being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord and without fear, constraint, or threats on the part of the husband.

In witness whereof, I hereunto set my hand and official seal, this--1st--day of March,--A. D.,1930.

(Seal) Winnie G. Scarborough  
 Notary Public,Baldwin County,Alabama.

EXHIBIT "E"

MORTGAGE FORECLOSURE DEED.

STATE OF ALABAMA

BALDWIN COUNTY

THIS INDENTURE, made and entered into on this the 15th day of August, 1933, by and between the Baldwin County Bank, a Corporation, as Mortgagee, and J. S. Page and Lula Page, his wife, by J. B. Blackburn, as the Auctioneer conducting the sale, hereinafter referred to as the parties of the first part, and the Baldwin County Bank, a Corporation, hereinafter referred to as the party of the second part, WITNESSETH:

THAT WHEREAS, J. S. Page and Lula Page, his wife, as Mortgagors, did on the 1st day of March, 1930, make, execute and deliver to the Baldwin County Bank, a Corporation, as Mortgagee, that certain mortgage deed dated March 1st, 1930, and recorded in Mortgage Book Number 39 at page 340 in the Probate Records of Baldwin County, Alabama; and,

WHEREAS, it was provided for, by, in and as a part of the said mortgage that in the event of default in the payment of the indebtedness described in and secured thereby the Mortgagee was and is thereby authorized to sell the said property at public sale, for cash, after having given notice for fifteen days thereof by publication once a week for two consecutive weeks of the time, place and terms of said sale by publication in some newspaper published in said County and State, and further that the Mortgagee may purchase the said property at such sale if the highest bidder therefor; and,

WHEREAS, default was made in the payment of the indebtedness secured by the said mortgage and while the said default continued fifteen days notice was given by publication once a week for two consecutive weeks in the Baldwin Times, a newspaper published in Baldwin County, Alabama, the county where the land is situated that the said sale would be held at the front door of the Court House in Bay Minette, Baldwin County, Alabama, the county where the land is situated, between the legal hours of sale, on July 1st, 1933, the said notice appearing in the issues of said paper of June 15th, 1933, and June 22nd, 1933, and on July 1st, 1933 the said sale was postponed by the Mortgagee at the request of the Mortgagor until August 15th, 1933, and the said default continuing the same notice of the said sale which had been published on June 15th, 1933, and June 22nd, 1933, was again published on August 3rd, 1933, with a statement attached thereto showing that the said sale had been postponed and that it would be held as advertised between the legal hours of sale on August 15th, 1933; and,

WHEREAS, at the said sale so held the property described in the mortgage was first offered for sale in parcels and there being no bidder for any part of the said property, it was then offered for sale en masse, and at the said sale so held the Baldwin County Bank, a Corporation, became the purchaser of the said property at and for the sum of Sixteen Hundred Thirty-seven and 38/100 Dollars (\$1637.38), that being the highest, best and last bid for same; and,

WHEREAS, J. B. Blackburn was the Auctioneer who conducted the said sale, he being duly authorized in the premises by the Baldwin County Bank, a Corporation, the said Mortgagee; and,

WHEREAS, the Baldwin County Bank, a Corporation, has fully complied in all respects with its said bid and has paid the said sum of Sixteen Hundred Thirty-seven and 38/100 Dollars (\$1637.38), in cash to J. B. Blackburn, as the Auctioneer conducting the sale, receipt whereof is hereby acknowledged; and,

WHEREAS, all of the above being in strict conformity and compliance with the terms, conditions and powers contained in the said mortgage:

NOW THEREFORE, in consideration of the premises and the sum of Sixteen Hundred Thirty-seven and 38/100 Dollars (\$1637.38), this day cash in hand paid to J. B. Blackburn, as the Auctioneer conducting the sale, receipt whereof is hereby acknowledged, the parties of the first part have and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, the following described real property situated in Baldwin County, Alabama, to-wit:

The Northeast Quarter of the Southeast Quarter of Section Eighteen Township 2 South, Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll;  
Also the West Half of South Half of South Half of Southeast Quarter of Northeast Quarter of Section Eighteen in Township 2 South, Range 3 East; Also the Southwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section Eighteen, containing sixty acres, more or less, and all in Township Two South, Range Three East, and also beginning 110 yards North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section Eighteen, in Township 2 S. R. 3 E., running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence West 300 yards to the place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land;  
Also the following parcel of land, to-wit: Beginning at the Southeast Corner of the East Half of the Northeast Quarter of Section 18, Township 2 S. R. 3 E., running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less, in Section Eighteen, Township Two South Range Three East, excepting and reserving out of said Section Eighteen, six acres more or less, conveyed to Joseph S. Page, Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. page 122, Baldwin County records. Together with all appurtenances thereunto belonging.

TO HAVE AND TO HOLD unto the said party of the second part, its successors and assigns, as fully and completely as the parties of the first part could or ought to convey the same under the terms and powers of the said mortgage and the statutes in such cases made and provided.

IN WITNESS WHEREOF, the said Baldwin County Bank, a Corporation, has caused its corporate seal to be hereto affixed and

Notary Public, Baldwin County, Alabama.

(Seal)

WHEREAS, J. B. Blackburn was the Auctioneer who conducted the said sale, he being duly authorized in the premises by the Baldwin County Bank, a Corporation, the said Mortgagee; and,

WHEREAS, the Baldwin County Bank, a Corporation, has fully complied in all respects with its said bid and has paid the said sum of Nine Hundred Thirty-six and 11/100 Dollars (\$936.11) in cash to J. B. Blackburn, as the Auctioneer conducting the sale, receipt whereof is hereby acknowledged; and,

WHEREAS, all of the above being in strict conformity and compliance with the terms, conditions and powers contained in the said mortgage:

NOW THEREFORE, in consideration of the premises and the sum of Nine Hundred Thirty-six and 11/100 Dollars (\$936.11) being the total sum realized from the sale of the real and personal property hereinafter described, this day cash in hand paid to J. B. Blackburn, as the Auctioneer conducting the sale, the receipt whereof is hereby acknowledged, the parties of the first part have and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, the following described real and personal property situated in Baldwin County, Alabama, to-wit:

All of that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section Eighteen in Township Two South of Range Three East, running thence East 220 yards, thence South 220 yards, thence West 220 yards, thence North 220 yards to place of beginning, containing Ten Acres more or less in Section Eighteen, Township Two South of Range Three East. ALSO the following personal property:- One iron grey horse mule about 10 years old, weighing about 1100 pounds; One brown mare mule about 12 years old, weighing about 1100 pounds; one two horse wagon and set of harness; Nine head of stock cattle, being all the cattle owned by us, also any increase from said cattle. ALSO all turpentine cups on all my property.

TO HAVE AND TO HOLD unto the said party of the second part, its successors and assigns, as fully and completely as the parties of the first part could or ought to convey the same under the terms and powers of the said mortgage and the statutes in such cases made and provided.

IN WITNESS WHEREOF, the said Baldwin County Bank, a Corporation, has caused its corporate seal to be hereto affixed and this instrument to be executed by C. S. Tompkins, as its President, and attested by S. F. Holmes, as its Cashier, and J. S. Page and Lula Page, his wife, have caused their seals to be hereto affixed and this instrument to be executed by J. B. Blackburn, as the Auctioneer conducting the sale on this the day and year first above written.

BALDWIN COUNTY BANK, a Corporation,  
(SEAL)

By C. S. Tompkins  
As its President.  
As Mortgagee.

ATTEST

S. F. Holmes  
As its Cashier

(Seal)

J. S. PAGE, (SEAL)

By J. B. Blackburn  
As the Auctioneer conducting the  
sale.

LULA PAGE, (SEAL)

By J. B. Blackburn  
As the Auctioneer conducting the  
sale.

STATE OF ALABAMA

BALDWIN COUNTY

I, Ora Sirmon, a Notary Public,  
within and for said County in said State, hereby certify that C. S.  
Tompkins, whose name as President, and S. F. Holmes, whose name as  
Cashier of the Baldwin County Bank, a Corporation, are signed to  
the foregoing instrument, and who are known to me, acknowledged be-  
fore me on this day that, being informed of the contents of the in-  
strument, they, as such officers and with full authority, executed  
the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this the  
15th day of August, 1933.

(Seal)

Ora Sirmon  
Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA

BALDWIN COUNTY

I, Ora Sirmon, a Notary Public, within and for said  
County in said State, hereby certify that J. B. Blackburn, whose  
name as Auctioneer conducting the sale for J. S. Page and Lula Page  
his wife, 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 instrument, he, in his capacity as such Auctioneer  
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the  
15th day of August, 1933.

(Seal)

Ora Sirmon  
Notary Public, Baldwin County, Alabama.

EXHIBIT "G"

"OCTOBER 21, 1933.

Mr. J. S. Page,  
Bay Minette, Alabama.

Dear Mr. Page:-

You are hereby notified that the mortgage given by you to the Baldwin County Bank on the 1st day of March, 1930, and recorded in Book Number 39 of Mortgages at page 340 in the Probate Records of Baldwin County, Alabama, which conveys the following described property, was foreclosed on August 15th, 1933, and this property purchased by the Baldwin County Bank:

The Northeast Quarter of the Southeast Quarter of Section Eighteen, Township 2 South Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll.

Also the West Half of the South Half of South Half of Southeast Quarter of Northeast Quarter of Section Eighteen in Township 2 South Range 3 East; Also the Southwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section Eighteen, containing sixty acres, more or less, and all in Township Two South, Range Three East, and also beginning 110 yards North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section Eighteen, in Township 2 South, R 3 E., running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence West 300 yards to place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land;

Also the following parcel of land, to-wit: Beginning at the Southeast Corner of the East Half of the Northeast Quarter of Section 18, Township 2 S. R. 3 E., running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less, in Section Eighteen, Township Two South Range Three East, excepting and reserving out of said Section Eighteen, six acres more or less, conveyed to Joseph S. Page, Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. page 122, Baldwin County records.

Together with all appurtenances thereunto belonging.

Possession of this property is hereby demanded of you within the time required by law and you are further notified that should you fail to deliver possession of this property within ten days from receipt of this notice, you will forfeit your right to redeem this property.

Please let us hear from you about this matter at once.

Very truly yours,  
BALDWIN COUNTY BANK,

By S. F. Holmes

EXHIBIT "H"

"OCTOBER 21, 1933.

Mr. J. S. Page,  
Bay Minette, Alabama.

Dear Sir:-

You are hereby notified that the mortgage given by you to the Baldwin County Bank on the 1st day of March, 1930, and recorded in Book Number 39 of Mortgages at page 339 in the Probate Records of Baldwin County, Alabama, which conveys the following described property, was foreclosed on August 15th, 1933, and this property purchased by the Baldwin County Bank:

All that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section Eighteen in Township Two South of Range Three East, running thence East 220 yards, thence South 220 yards, thence West 220 yards, thence North 220 yards to place of beginning, containing Ten Acres more or less in Section Eighteen, Township Two South of Range Three East. ALSO the following personal property:- One iron grey horse mule about 10 years old, weighing about 1100 pounds; One brown mare mule about 12 years old, weighing about 1100 pounds; one two-horse wagon and set of harness; Nine head of stock cattle, being all the cattle owned by us, also any increase from said cattle. Also our entire crop of cotton, corn, hay, beans, potatoes, sugar cane and all other produce grown by us on our farms in Baldwin County, Alabama, during the year 1930. Also all turpentine cups on all my property.

Possession of this property is hereby demanded of you within the time required by law and you are further notified that should you fail to deliver possession of this property within ten days from receipt of this notice you will forfeit your right to redeem this real property.

Please let us hear from you about this matter at once.

Very truly yours,  
BALDWIN COUNTY BANK,

By S. F. Holmes.

JBB:OS"



EXHIBIT "F"

MORTGAGE FORECLOSURE DEED.

STATE OF ALABAMA

BALDWIN COUNTY

THIS INDENTURE, made and entered into on this the 15th day of August, 1933, by and between the Baldwin County Bank, a Corporation, as Mortgagee, and J. S. Page and Lula Page, his wife, by J. B. Blackburn, as the Auctioneer conducting the sale, hereinafter referred to as the parties of the first part, and the Baldwin County Bank, a Corporation, hereinafter referred to as the party of the second part, WITNESSETH:

THAT WHEREAS, J. S. Page and Lula Page, his wife, as Mortgagors, did on the 1st day of March, 1930, make, execute and deliver to the Baldwin County Bank, a Corporation, as Mortgagee, that certain mortgage deed dated March 1st, 1930, and recorded in Mortgage Book Number 39 at page 339 in the Probate Records of Baldwin County, Alabama; and,

WHEREAS, it was provided for, by, in and as a part of the said mortgage that in the event of default in the payment of the indebtedness described in and secured thereby the Mortgagee was and is thereby authorized to sell the said property at public sale, for cash, after having given notice for fifteen days thereof by publication once a week for two consecutive weeks of the time, place and terms of said sale by publication in some newspaper published in said County and State, and further that the Mortgagee may purchase the said property at such sale if the highest bidder therefor; and,

WHEREAS, default was made in the payment of the indebtedness secured by the said mortgage and while the said default continued fifteen days notice was given by publication once a week for two consecutive weeks in the Baldwin Times, a newspaper published in Baldwin County, Alabama, the county where the land is situated that the said sale would be held at the front door of the Court House in Bay Minette, Baldwin County, Alabama, the county where the property is situated, between the legal hours of sale, on July 1st, 1933, the said notice appearing in the issues of said paper of June 15th, 1933, and June 22nd, 1933, and on July 1st, 1933 the said sale was postponed by the Mortgagee at the request of the Mortgagor until August 15th, 1933, and the said default continuing the same notice of the said sale which had been published on June 15th, 1933, and June 22nd, 1933, was again published on August 3rd, 1933, with a statement attached thereto showing that the said sale had been postponed and that it would be held as advertised between the legal hours of sale on August 15th, 1933; and,

WHEREAS, at the said sale so held the personal property described in the mortgage, except the 1930 crop, was first offered for sale and the Baldwin County Bank became the purchaser of the said personal property except the 1930 crop for the sum of Two Hundred and Thirty Dollars (\$230.00), that being the highest, best and last bid for same; and,

WHEREAS, the real property described in the said mortgage was then offered for sale and the Baldwin County Bank became the purchaser at and for the sum of Seven Hundred and Six and 11/100 Dollars (\$706.11) that being the highest, best and last bid for same; and,

6-382

Handy receipt

price of copy.

The holder is

and name

of account

is \$100.00

2-54

Handwritten notes and scribbles at the top of the page.

RECEIVED AND PAID TO

of

of

for

of account

of

of

of

of

These are the only copies of this receipt.

J. B. BLACKBURN

ATTORNEY AT LAW

BIAY MINNETTE, ALABAMA

15 1/2

Grand Jury Witness Certificate

THE STATE OF ALABAMA,  
BALDWIN COUNTY  
THE STATE  
vs.  
33

No. 2181

Circuit Court, April Term, 1937

That Charles Bosley  
has proved his attendance as a witness before the Grand  
Jury and charges the following:

To 1 Days attendance at \$1.00 per day, \$ .75

To 12 Miles traveled to and from Court at 5 cents per mile, .60

Total, \$ 1.35

J. A. Pilgrim Foreman

pd 3-6-39  
ch# 349

MOORE PT & CO

15 1/2

Grand Jury Witness Certificate

THE STATE OF ALABAMA,  
BALDWIN COUNTY  
THE STATE  
vs.  
33

No. 2217

Circuit Court, April Term, 1937

That Lonnie Byars  
has proved his attendance as a witness before the Grand  
Jury and charges the following:

To 1 Days attendance at \$1.00 per day, \$ .75

To 720 Miles traveled to and from Court at 5 cents per mile, 36.00

Total, \$ 36.75

J. A. Pilgrim Foreman

pd 3-8-39  
ch# 349

MOORE PT & CO

15 1/2

STATE WITNESS CERTIFICATE

THE STATE OF ALABAMA  
BALDWIN COUNTY  
THE STATE vs.

110

No. 4913

Circuit Court, Sept Term, 1937

Charges the [Name] to attendance as a  
Witness in [Name] behalf, in said case, as follows:

To 1 Days' attendance, at 75 cents per day, \$ .75

To 7 Miles traveled to and from Court, at 5 cents per mile, \$ .35

To Ferrage, \$ .00

Total, \$ 1.10

R. [Name] Clerk.

[Name] vs. [Name]

pd 3-8-39  
ch# 349

5069 MARSHALL & BRUCE CO. NASHVILLE

15 1/2

ORIGINAL

WITNESS CERTIFICATE

THE STATE OF ALABAMA,  
Baldwin County  
STATE

County Court, July Term, 1937

vs. Sub. No. 5776

Charges the [Name] to attendance as a

Witness in [Name] behalf, in said case as follows:

To 1 Days' attendance at 75 cts per day, \$ .75

To Miles' travel to and from Court, at 5 cents per mile, \$ .00

TOTAL \$ .75

Sworn to before me, this 12 day of July, 1937

[Signature] Clerk County Court

pd 7-8-39  
ch# 349

M.P.Co.

ORIGINAL  
WITNESS CERTIFICATE

THE STATE OF ALABAMA,  
Baldwin County

County Court April Term, 1937

STATE

Clarence Rice

vs. Sub. No. 5360

Charges the State to attendance as a

Charlie Lowrey

Witness in its behalf, in said case as follows:

To 1 Days' attendance at 75cts per day, - - - \$ .75

To 12 Miles' travel to and from Court, at 5 cents per mile, \$ .60

TOTAL - - - \$ .75

Sworn to before me, this 5 day of April 1937

M.P.C.o.

R. S. Duck Clerk County Court

pd 3-28-39  
ch# 349

Grand Jury Witness Certificate

THE STATE OF ALABAMA,

No. 2135

BALDWIN COUNTY

Circuit Court April Term, 1937

vs.

That Thomas Eddy Johnson

has proved his attendance as a witness before the Grand Jury and charges the following:

To 1 Days attendance at .75 per day, - - - \$ .75

To 12 Miles traveled to and from Court at 5 cents per mile, .60

Total, \$ 1.35

J. A. Pelgrim Foreman

M.P.C.O.

pd 3-26-39  
ch# 349

Grand Jury Witness Certificate

The State of Alabama  
BALDWIN COUNTY

No. 2586

The State

Circuit Court April Term, 1937

vs.

That C. H. Anderson

has proved his attendance as a witness before the Grand Jury and charges the following:

To 1 Days attendance, at .75 per day, - - - \$ .75

To 0 Miles traveled to and from Court, at 5 cents per mile, \$ 0

Total, \$ .75

Foreman

pd 3-20-39  
ch# 351

Grand Jury Witness Certificate

The State of Alabama  
BALDWIN COUNTY

No. 2610

The State

Circuit Court April Term, 1937

vs.

That C. H. Anderson

has proved his attendance as a witness before the Grand Jury and charges the following:

To 1 Days attendance, at .75 per day, - - - \$ .75

To 0 Miles traveled to and from Court, at 5 cents per mile, \$ 0

Total, \$ .75

C. L. Fuller Foreman

pd 3-20-39  
ch# 367

Grand Jury Witness Certificate

THE STATE OF ALABAMA,  
BALDWIN COUNTY  
THE STATE  
VS.

13

No. 2372

Circuit Court September Term, 1938  
That Ort. H. Cottingham  
has served his attendance as a witness before the Grand  
Jury and charges the following:

To 1 Days attendance at .70 per day, \$ .75

To None Miles traveled to and from Court at 5 cents per mile, \$

Total \$ .75

pd 3-20-39  
chk # 351

W. L. Green Foreman

ORIGINAL

WITNESS CERTIFICATE

THE STATE OF ALABAMA,  
Baldwin County  
STATE

County Court June Term, 1938

vs. Sub. No. 5448

Charges the State to attendance as a

Leon McKeever Witness in \_\_\_\_\_ behalf, in said case as follows:

To 1 Days attendance at 75cts per day, \$ .75

To \_\_\_\_\_ Miles' travel to and from Court, at 5 cents per mile, \$

TOTAL \$ .75

Sworn to before me, this 7 day of June 1938

M.P.Co.

[Signature] Clerk County Court

pd 3-20-39  
chk # 351

15 1/2

ORIGINAL

WITNESS CERTIFICATE

THE STATE OF ALABAMA,  
Baldwin County  
STATE

County Court May Term, 1938

vs. Sub. No. 5937

Charges the State to attendance as a

Rayche Ford Witness in \_\_\_\_\_ behalf, in said case as follows:

To 1 Days attendance at 75cts per day, \$ .75

To \_\_\_\_\_ Miles' travel to and from Court, at 5 cents per mile, \$

TOTAL \$ .75

Sworn to before me, this 5 day of May 1938

M.P.Co.

R. S. Duck Clerk County Court

pd 2-2-39  
chk # 289

ORIGINAL

WITNESS CERTIFICATE

THE STATE OF ALABAMA,  
Baldwin County  
STATE

County Court April Term, 1938

vs. Sub. No. 5910

Charges the State to attendance as a

Royce Bayles, Jr. Witness in \_\_\_\_\_ behalf, in said case as follows:

To 1 Days attendance at 75cts per day, \$ .75

To \_\_\_\_\_ Miles' travel to and from Court, at 5 cents per mile, \$

TOTAL \$ .75

Sworn to before me, this 4 day of April 1938

M.P.Co.

R. S. Duck Clerk County Court

pd 2-2-39  
chk # 289

JOSEPH S. PAGE,  
Plaintiff,

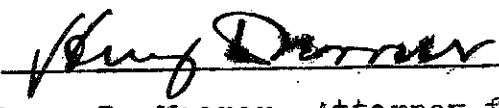
CHANCERY COURT,  
BALDWIN COUNTY, ALABAMA.

vs

BALDWIN COUNTY BANK,  
A CORPORATION,  
Defendant.

Comes the Plaintiff, Joseph S. Page, and amends his petition by striking the following from Exhibit A, namely:

"One iron gray horse mule, about 10 years old, weighing 1100 pounds; One brown mare mule, about twelve years old, weighing about 1100 pounds; One two-horse wagon and set of harness; Nine head of stock cattle, being all the cattle owned by us, also any increase from said cattle; Also our entire crop of cotton, corn, hay, beans, potatoes, sugar cane and all other produce grown by us on our farms in Baldwin County, Alabama, during the year 1930; also all the turpentine cups on all my property."

  
Henry D. Moorer, Attorney for Plaintiff.

19015-3

~~RECORDED~~

15 1/2

JOSEPH S. PAGE,  
Plaintiff,

vs

BALDWIN COUNTY BANK,  
A CORPORATION,  
Defendant.

(AMENDMENT)

Filed - Sept 20, 1904

M. D. Stone  
Register

ORAL EXAMINATION

I, Anna Belle Hand, as Register and Commissioner hereby certify that the foregoing deposition on Oral Examination was taken down in writing by me in the words of the witness and read over to him and he signed the same in the presence of myself and J. B. Blackburn and Robert S. Duck, at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness or had proof made before me of the identity of said witness; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof.

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 12th day of June 19 35.

Anna Belle Hand (L. S.)

15 1/2

No. 15 1/2 Page \_\_\_\_\_

THE STATE OF ALABAMA,  
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY

Joseph S. Paves

COMPLAINANT

vs.

Baldwin County

Bank, a corp.  
RESPONDENT

ORAL DEPOSITION

Filed June 12, 1935

Robert S. Duck, Register.

RECORDED IN

Record

Vol. \_\_\_\_\_ Page \_\_\_\_\_

Register



The State of Alabama }  
Baldwin County

Circuit Court of Baldwin County, Alabama,  
(In Equity)

Joseph S. Page \_\_\_\_\_ COMPLAINANT

VS.

#15½

Baldwin County Bank \_\_\_\_\_ RESPONDENT

I, Anna Belle Hand \_\_\_\_\_

~~as Register and~~ Commissioner \_\_\_\_\_

have called and caused to come before me S.F. Holmes, \_\_\_\_\_

witness \_\_\_\_\_ named in the requirement for Oral Examination, on the 12th day of June, \_\_\_\_\_

1935, at the office of Robert S. Duck, \_\_\_\_\_

in Bay Minette, \_\_\_\_\_, Alabama, and having first sworn said witness \_\_\_\_\_ to speak the

truth, the whole truth, and nothing but the truth, the said S.F. Holmes, \_\_\_\_\_

doth depose and say as follows:

DIRECT EXAMINATION FO MR. S. F. HOLMES

BY MR. J. B. BLACKBURN,

I am Vice-President and Cashier of the Baldwin County Bank, and have occupied this position continuously since the Bank reopened about November 1st, 1932. I am familiar with the notes and mortgages of Joseph S. Page, to the Baldwin County Bank, which have been heretofore introduced in evidence as the Respondent's and Cross-Complainant's Exhibits "A", "B", "C" and "D". The indebtedness secured by the said Notes and Mortgages was not paid and the mortgages were foreclosed on or about August 15th, 1933, and the property described therein was purchased by the Baldwin County Bank at the Foreclosure Sales. Respondent and Cross-Complaint now introduces in evidence Exhibits Exhibit "E" the original Mortgage Foreclosure Deed from J. S. Page and Lula Page, by Mortgagee and Auctioneer to the Baldwin County Bank dated August 15th, 1933 and recorded in Deed Book No. 54 N. S. at pages 313-15 Baldwin County Records.

Respondents and Cross-Complainants now introduce in evidence as its Exhibit "F" the original Mortgage Foreclosure Deed from J. S. Page and Lula Page, by Mortgagee and Auctioneer to the Baldwin County Bank dated August 15th, 1933, and recorded in Deed Book No. 54 N. S. at pages 315-16, Baldwin County Records.

After the Foreclosure of this mortgage the Baldwin County Bank made demand for possession of the property described in the said Mortgage Foreclosure Deeds. This demand was made by letters which were mailed to J. S. Page, by registered mail, postage prepaid, Return Receipt requested. Respondent and Cross-Complainant now introduces in evidence as its Exhibits "G" and "H" a copy of the letters demanding possession of said property which were mailed to said J. S. Page, by registered mail, in the same envelope, and introduces in evidence as its Exhibit "I" the return receipt which was received by the Baldwin County Bank after the delivery of the said registered letter to the said

J. S. Page. The Complainant and Cross-Respondent, J. S. Page, failed to surrender the said property and is now in possession of it.

Because of the above described mortgages and mortgage foreclosures Deeds the property describe in these instruments is not the property of the Complainant and Cross-Respondent, J. S. Page, and is the property of the said Baldwin County Bank. Because of these facts it was not the property of the said J. S. Page at the time this suit was commenced.

*J. S. Page*

CROSS EXAMINATION BY MR. H. D. MOORER

None.

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

IN THE CIRCUIT COURT,  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

TO THE HONORABLE F. W. HARR, JUDGE OF THE CIRCUIT COURT,  
BALDWIN COUNTY, ALABAMA ----- In equity.

Your petitioner, Joseph S. Page, Jr., respectfully represents and shows unto Your Honor as follows:

FIRST

That he is a bona fide resident citizen of Baldwin County, Alabama, residing at Bay Minette, Alabama, in said County and State.

That the Baldwin County Bank is a corporation with its principal place of business located at Bay Minette, Baldwin County in said State.

SECOND.

That your petitioner is owner and in peaceable possession of the property in and by Exhibit "A" attached hereto and made a part of this bill as if though set out fully herein.

That the respondent, The Baldwin County Bank, claims or is reputed to claim some right, title or interest in or encumbrance upon said lands, that no suit is pending to question or test the validity of such claims, right, title or interest in or encumbrance of the said respondent, and the Plaintiff or Complainant herein calls upon the respondent to set fourth and specify his right, title or interest in or encumbrance upon said land, and to show how and by what instrument the same is derived or created.

Prayer for Process.

Wherefore, the premises considered, complainant prays that Your Honor will take jurisdiction of this cause made by this bill of complaint, and by appropriate process make the said Baldwin County Bank, a Corporation, a party respondent

to this bill of Complaint, requiring it to plead, answer or demur to the same within the time and under the penalties prescribed by law or that the same be forever confessed.

PRAYER

Complainant further prays that upon a hearing of this cause this Honorable Court establish the title of the complainant in and to the lands herein described, and further find and decree that the said Baldwin County Bank, a corporation, has no claim, right, title or interest in or incumbrance upon the said lands herein described, or any part thereof, and grant unto your complainant such other, further or different relief as he may be in equity and good conscience entitled to receive. And as in duty bound complainant will ever pray.

Solicitors for Complainant.

The respondent is required to answer each and every allegation of the foregoing bill of Complaint from paragraphs FIRST to FIFTH, inclusive, but not under oath, oath being hereby expressly waived.

Solicitors for Complainant.

JOSEPH S. PAGE,

Complainant and Cross-Respondent,

VS.

BALDWIN COUNTY BANK, a Corporation,

Respondent and Cross-Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 15 $\frac{1}{2}$ .

NOTE OF TESTIMONY.

This cause is submitted in behalf of Complainant and  
Cross-Respondent upon the Amended Bill of Complaint; and

In behalf of the Respondent and Cross-Complainant upon  
its Answer, Cross Bill and Decree Pro Confesso against the Com-  
plainant and Cross-Respondent.

*Ralph Deuch*

Register.

Vertical text on the left side of the page, including "REGISTERED" and "BALDWIN COUNTY, ALABAMA".

Faint circular stamp or seal on the right side of the page.

# The State of Alabama, *Baldwin* County IN THE CIRCUIT COURT, IN EQUITY

To Any Sheriff of the State of Alabama:

You are hereby commanded, that of the Goods and Chattels, Lands and Tenements of.....

*Jack Page*.....you cause to be made the sum of  
*Forty thousand 71/100* Dollars, which sum was decreed against *him*  
at the *Spring* Term, 19*36*, of the Circuit Court, in Equity, in a cause lately  
pending in said Court, wherein *Jack Page* Complainant, and  
*Baldwin Trust Bank* Defendant, and said money, with this Writ  
having your proper endorsement thereon, you will have at the office of the Register of said Court at.....

....., Alabama, on the..... Monday in....., 19.....

Witness my hand this the *21* day of *April*, 19*36*.

*J. R. [Signature]*, Register.

REGISTER'S FEES				REGISTER'S FEES			
	No.	Rate	Amount		No.	Rate	Amount
Filing Bill and..... other Papers, each.....	<i>11</i>	\$0 10	<i>1 10</i>	AMOUNT BROUGHT FORWARD.....			<i>19 95</i>
Issuing each Subpoena on a Bill.....		50	<i>50</i>	Hearing and Passing upon Application for Ap- pointment of Receiver or Trustee.....		\$3 00	
Issuing..... Copies thereof.....	<i>4</i>	40	<i>1 60</i>	For..... Settlements with Receiver or Trustee		3 00	
Entering each Return thereof.....		15	<i>1 15</i>	For examining each Voucher of Trustee, Receiver or Person Acting in a Fiduciary Capacity mak- ing Settlement of Trust.....		10	
For..... Orders of Publication.....		1 00		Examination of each Answer or Exceptions to see whether the same is full and sufficient.....		3 00	
Issuing Writ of Injunction, Ne Exeat.....		1 50		Recording Resignation, Removal or Suggestion of Death of Trustee.....		75	
For..... Copies of said Writ.....		50		For Entering Certificate of Supreme Court.....		50	
Entering..... Returns thereof.....		15		Taking Questions and Answers and Recording same in Proceedings, to perpetuate Testimony, for each 100 words.....		25	
Issuing..... Writs of Attachment or Assistance.....		1 00		For all other Services relating to such proceeding, to be paid by applicant.....		1 00	
Entering..... Returns thereof.....		15		For..... Notices sent by mail to Creditors, under Article 1, Chap. 113, Code.....		15	
Docketing Cause.....	<i>1</i>	1 00	<i>1 00</i>	Filing, Receiving for and Docketing Claims, under said Article.....		25	
Entering..... Appearances.....	<i>2</i>	25	<i>50</i>	For all Entries on Commission Docket.....		50	<i>50</i>
For..... Decrees Pro Confesso on Per Service.....		1 00	<i>1 00</i>	For all Entries on Subpoena Docket.....		50	<i>50</i>
For..... Decrees Pro Confesso on Publication.....		1 00		Notice of Appeal.....			
For..... Orders Appointing Guardian ad litem.....		1 00		Transcript to Supreme Court, 15c per 100 words			
For..... Orders by Register.....		50	<i>50</i>	Certificate of Transcript.....			
Issuing Commission to take Testimony.....	<i>2</i>	50	<i>1 00</i>	Making each deed to property sold.....		2 00	
Receiving and filing..... Packages of Testimony.....	<i>2</i>	10	<i>20</i>	TOTAL REGISTER'S FEES.....			<i>20 95</i>
Endorsing..... Packages of Depositions.....	<i>2</i>	10	<i>20</i>	SHERIFF'S FEES			
Entering Order Submitting Cause for Decree.....	<i>4</i>	50	<i>2 00</i>	Serving and Returning Subpoenas on Defendants.....		\$1 50	<i>1 50</i>
Entering..... Orders of Court.....	<i>5</i>	25	<i>1 25</i>	Summoning and Returning Subp's for Witness.....	<i>2</i>	65	<i>1 30</i>
Noting Testimony on Hearing of Cause.....		50	<i>50</i>	Levying Attachment.....		1 50	
Abstract for use of Chancellor.....		1 00	<i>1 00</i>	Entering and Returning same.....		25	
Entering..... Decrees of 500 words or less.....		75	<i>75</i>	Selling Property Attached.....			
Entering..... Decrees over 500 words, at.....		15		Impaneling Jury.....		75	
Taking Accounts, Etc., on Reference..... days.....		3 00		Executing Writ of Possession.....	<i>2</i>	2 50	<i>5 00</i>
Taking Testimony on Reference relating to Trustees and Receivers..... words.....		15		Collecting Execution for Costs.....	<i>2</i>	1 50	<i>1 50</i>
For..... Reports of 500 words or less.....		2 50		Serving and Returning..... Scire Facias.....		65	
For..... Reports over 500 words, at.....		15		Serving and Returning..... Notices.....		65	
Issuing Subpoenas for..... Witnesses.....	<i>2</i>	25	<i>50</i>	Serving and Returning Writ of Injunction.....		1 50	
Issuing..... Witness Certificates.....		25	<i>25</i>	Serving and Returning Writ of Ne Exeat.....		1 50	
Issuing..... Executions.....		75	<i>75</i>	Serving Attachment for Contempt of Court.....		1 50	
Entering..... Returns thereof.....		15	<i>1 10</i>	Taking and Approving..... Bonds.....		75	
Taking and Approving..... Bonds.....		1 00		Collecting Money on Execution.....			
Making Copy of..... per 100 words.....		15		Making Deed.....	<i>2</i>	50	
Making Complete Record, per 100 words.....		15	<i>10 00</i>	Serving and Returning Application to Perpetuate Testimony.....		1 00	
Issuing..... Notices.....		50		TOTAL SHERIFF'S FEES.....			<i>6 80</i>
Relieving Minors of Disabilities of Non-Age, the same fees as allowed for similar services; to be paid by the minor or his or her next friend, not exceeding, when application not contested.....		5 60		RECAPITULATION.			
Commission on Sales.—For the first \$100, 2%; for all over \$100 and not exceeding \$1,000, 1 1/2%; for all over \$1,000 and not exceeding \$20,000, 1%; and for all over \$20,000, 1/2 of 1%.				Revenue Trial Tax.....		\$3 00	<i>3 00</i>
For receiving, safe keeping and paying out and distributing money other than that arising from sales, on the first \$1,000, 1%; on all over \$1,000 and not over \$5,000, 3/4 of 1%; on all over \$5,000 and not exceeding \$10,000, 1/2 of 1%; and all over \$10,000, 3/4 of 1%.				Register's Fees.....			<i>20 95</i>
Receiving, keeping and paying out money paid into Court, in which decree is rendered in favor of an Administrator ad litem, 1/2 of 1% on the amount received and paid out.....				Sheriff's Fees.....			<i>6 80</i>
For..... Certificates or Affidavits, with seal.....		50		Printer's Fees.....			
For..... Certif. or Affidavits, without seal.....		25		Commissioner's Fees..... <i>Book</i>			<i>10 00</i>
AMOUNT FORWARD.....			<i>19 95</i>	Solicitor's Fees.....			
				Guardian ad Litem Fees.....			
				Witness Fees.....			<i>3 00</i>
				TOTAL.....			<i>42 95</i>

JOSEPH S. PAGE,

Complainant and Cross-Respondent,  
VS.

BALDWIN COUNTY BANK, a Corporation,  
Respondent and Cross-Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY. NO. 15½.

DECREE.

This cause coming on to be heard on this the 5th day of February, 1936, and being submitted on Complainant and Cross-Respondent's Amended Bill of Complaint, the Respondent and Cross-Complainant's Answer and Cross Bill, and Decree Pro Confesso against the Complainant and Cross-Respondent, and upon consideration thereof the Court is of the opinion that the Respondent and Cross-Complainant is entitled to the relief prayed for in its Cross Bill. IT IS THEREFORE Ordered, Adjudged and Decreed by the Court as follows:

1. That the Respondent and Cross-Complainant, Baldwin County Bank, a Corporation, is, as against the Complainant and Cross-Respondent, the owner in its own right of the lands described in the Respondent and Cross-Complainant's Cross Bill of Complaint in this cause, situate, lying and being in the County of Baldwin and State of Alabama, to-wit: The Northeast Quarter of the Southeast Quarter of Section Eighteen, Township 2 South, Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll.

Also the West Half of South Half of South Half of Southeast Quarter of Northeast Quarter of Section 18, Township 2 South, Range 3 East; Also the Southwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section 18, containing sixty acres, more or less, and all in Township 2 South, Range 3 East, and also beginning 110 yards North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 18, in Township 2 South, Range 3 East, running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence



West 300 yards to place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land;

ALSO the following parcel of land, to-wit: Beginning at the Southeast Corner of the East Half of the Northeast Quarter of Section 18, Township 2 South, Range 3 East, running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less, in Section 18, Township 2 South Range 3 East, excepting and reserving out of said Section 18, six acres more or less, conveyed to Joseph S. Page, Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. page 122, Baldwin County Records. Together with all appurtenances thereunto belonging. All that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 18 in Township 2 South of Range 3 East, running thence East 220 yards, thence South 220 yards, thence West 220 yards, thence North 220 yards to place of beginning, containing Ten acres more or less in Section 18, Township 2 South of Range 3 East, in Baldwin County, Alabama; and that the Complainant and Cross-Respondent is without right, title, claim or interest in or to the said lands or any part thereof, and has and holds no encumbrances upon the same or title in and to the said lands is as against the said Complainant and Cross-Respondent in the said Respondent and Cross-Complainant, the Baldwin County Bank, a Corporation.

2. That the Respondent and Cross-Complainant is entitled to immediate possession of the lands hereinabove described and that the Register of this Court be and he is hereby ordered and directed to immediately issue a writ of possession directed to the Sheriff of Baldwin County, Alabama, commanding him to deliver possession of the lands hereinabove described, to the Respondent and Cross-Complainant, the Baldwin County Bank, a Corporation.

3. That the Register of this Court shall, within thirty days from the rendition of this Decree, file a certified

copy hereof in the office of the Probate Judge of Baldwin County,  
Alabama, for record therein.

4. That all costs in this cause be, and they are here-  
by taxed against the Complainant and Cross-Respondent.

Dated this 5<sup>th</sup> day of February, 1935.

J. M. Ware

Judge.

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INDEXED  
2. 1918

DECEMBER

JOSEPH S. PACE,

Comptroller and Cross-Respondent

VS.

BARBUDEN COUNTY BANK, a Corporation

Respondent and Cross-Complainant

IN THE CIRCUIT COURT OF

BARBUDEN COUNTY, ALABAMA

IN BARBUDEN, NO. 123.

*John A. Baker*

J. B. BLAKESBURN

ATTORNEY AT LAW

BARBUDEN COUNTY, ALABAMA



JOSEPH S. PAGE,  
Complainant,

VS.

BALDWIN COUNTY BANK, a  
Corporation,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

DEMURRERS.

Comes the Respondent in the above entitled cause and for Demurrer to the Complaint and to each and every count thereof, separately and severally says:

1. There is no equity in the Bill.
2. It attempts to quiet title to personal property.
3. It described property which does not consist of lands.

J. B. Blackburn  
Solicitor for Respondent.

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

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

WE COMMAND YOU, That you summon Baldwin County Bank, a

Corporation

of Baldwin 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

Joseph S. Page,

against said Baldwin County Bank, a Corporation

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, M. A. Stone, Register of said Circuit Court, this 30th day of

December 1934.

*M. A. Stone*

Register

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

JOSEPH S. PAGE,

Complainant and Cross-Respondent,

VS.

BALDWIN COUNTY BANK, a Corporation,

Respondent and Cross-Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 15 $\frac{1}{2}$ .

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause it being made to appear to the Register that Henry D. Moorner, as Attorney for the Complainant and Cross-Respondent, accepted service of the Cross Bill of Complaint in this cause on to-wit, November 2, 1934, which said instrument required the Complainant and Cross-Respondent to appear, plead, answer or demur to the Cross Bill of Complaint in this cause within thirty days from the time service thereof was accepted and the said Complainant and Cross-Respondent having failed to plead, answer or demur to the said Cross Bill of Complaint to the date hereof; it is now, therefore, on motion of the Respondent and Cross-Complainant, ordered and decreed that the said Cross Bill of Complaint in this cause be and it hereby is, in all things, taken as confessed against the said Joseph S. Page, the Complainant and Cross-Respondent aforesaid.

Witness my hand this 25th day of November, 1935.



Register.

JOSEPH S. PAGE,

Complainant and Cross-Respondent,  
VS.

BALDWIN COUNTY BANK, a Corporation,  
Respondent and Cross-Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY. NO. 15 $\frac{1}{2}$ .

MOTION.

Now comes the Baldwin County Bank, a Corporation, the Respondent and Cross-Complainant in the above entitled cause, and shows unto the Court that it introduced certain notes, a mortgage, mortgage foreclosure deed and copies of certain correspondence in evidence in the said cause which has now been fully terminated, and Respondent and Cross-Complainant's Answer and Cross Bill in the said cause contains true and accurate copies of all of the said instruments so introduced in evidence.

WHEREFORE, the said Baldwin County Bank, a Corporation, respectfully prays the Court that it make and enter a proper order or decree authorizing it to withdraw the said instruments, being all instruments introduced by it in evidence in said cause.

BALDWIN COUNTY BANK, a Corporation,

By J. T. B. Blackman  
Its Solicitor of Record.

This Motion coming on to be heard the Court is of the opinion that the said Respondent and Cross-Complainant, the Baldwin County Bank, a Corporation, is entitled to withdraw the said instruments from the Court file as copies thereof are attached to its Answer and Cross Bill in said cause.

IT IS THEREFORE Ordered, Adjudged and Decreed that the Baldwin County Bank, a Corporation, be and it is hereby permitted to withdraw from the Court file all instruments which were introduced by it in evidence in said cause.

WILLIAM L. ...  
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Dated this 30<sup>th</sup> day of March, 1936.

*F. W. Karl*

Judge.

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*...*



JOSEPH S. PAGE,

Complainant and Cross-Respondent,

VS.

BALDWIN COUNTY BANK, a Corporation,

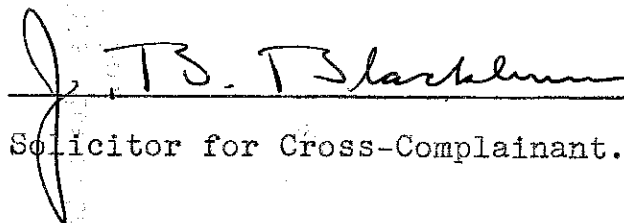
Respondent and Cross-Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY. NO. 15 $\frac{1}{2}$ .

MOTION FOR DECREE PRO CONFESSO.

Motion is hereby made for a Decree Pro Confesso against the Complainant and Cross-Respondent, Joseph S. Page, on the ground that more than thirty days have elapsed since Henry D. Moorner, as Attorney for Joseph S. Page, accepted service of a copy of the Cross Bill of Complaint in said cause on to-wit, November 2, 1934, and said Complainant and Cross-Respondent has failed to plead, answer or demur to the Cross Bill of Complaint in this cause to the date hereof.

Dated this 25th day of November, 1935.

  
Solicitor for Cross-Complainant.

JOSEPH S. PAGE,

Complainant and Cross-Respondent,

VS.

BALDWIN COUNTY BANK, a Corporation,

Respondent and Cross-Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 15 $\frac{1}{2}$ .

PETITION FOR WRIT OF ASSISTANCE.

Your Petitioner, the Baldwin County Bank, a Corporation, the Respondent and Cross-Complainant in the above entitled cause, respectfully shows unto the Court and your Honor as follows:

1. On to-wit, February 5, 1936, a Decree was rendered in said cause in which it was adjudged and decreed that the Baldwin County Bank was the owner of the lands described in the said Decree, namely:

The Northeast Quarter of the Southeast Quarter of Section Eighteen, Township 2 South Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll.

Also the West Half of South Half of South Half of Southeast Quarter of Northeast Quarter of Section 18, Township 2 South, Range 3 East;

Also the Southwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section 18, containing sixty acres, more or less, and all in Township 2 South, Range 3 East, and also beginning 110 yards North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 18, in Township 2 South Range 3 East, running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence West 300 yards to place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land; all in Baldwin County, Alabama;

Also the following parcel of land, to-wit: Beginning at the Southeast Corner of the East Half of the Northeast Quarter of Section 18, Township 2 South, Range 3 East, running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less in Section 18, Township 2 South Range 3 East, excepting and reserving out of said Section 18, six acres, more or less, conveyed to Joseph S. Page, Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. page 122, Baldwin County Records. Together with all appurtenances thereunto belonging. All that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 18 in Township 2 South of Range 3 East, running thence East 220 yards, thence South 220 yards, thence West 220 yards, thence North 220 yards to place of beginning, containing ten acres more or less in Section 18, Township 2 South of Range 3 East, in Baldwin County, Alabama.

And in which said Decree it was also adjudged and decreed that the Baldwin County Bank was entitled to immediate possession of the said property and ordered and directed the Register of this Court to issue a Writ of Possession, directed to the Sheriff of this county commanding him to deliver possession of the said lands to the said Baldwin County Bank.

2. Writs of Possession have been issued in said cause and the Sheriff of this county, in attempting to execute them has been threatened by the said Joseph S. Page and some of the other members of his family and the said property is now occupied by Joseph S. Page, Sr., and Lula Page, his wife, Chester Page, a son, Joseph Page, Jr., a son, John Page, a son, Jack Page, a son and Ruth Page, a daughter; and because of said threats M. H. Wilkins, as Sheriff of this County has been unable to execute said Writ of Possession, and because of his failure to do so the said Baldwin County Bank, the rightful owner of this property, has been denied possession of it which is in possession of the aforesaid parties, or some of them, who are mere trespassers or intruders.

WHEREFORE, Petitioner prays that a Writ of Assistance be immediately issued in this cause directing the said M. H. Wilkins, as Sheriff of Baldwin County, Alabama, to place the said Baldwin County Bank in immediate possession of the said property and maintain and defend it in said possession. Petitioner further prays for such other, further and general relief as it may be equitably entitled to the premises considered.

BALDWIN COUNTY BANK, a Corporation,

By S. F. Holmes  
As its President.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority within and for said County in said State, personally appeared S. F. Holmes, who, after being by me first duly and legally sworn, deposes and says: That he is President of the Baldwin County Bank, a Corporation, and as

such officer is duly authorized to make this affidavit for and on behalf of the said Corporation; that he has read over the foregoing Petition and that all of the allegations contained therein are true.

*S. Volney*

Sworn to and subscribed before me  
on this the 28th day of April, 1937.

*Paul Simon*

Notary Public, Baldwin County, Alabama.

ORDER FOR WRIT OF ASSISTANCE.

It being made to appear to the Court and the Court being convinced that the Baldwin County Bank, a Corporation, is the rightful owner of the property described in the foregoing Petition, and that it has demanded possession of the said property and that the said Joseph S. Page and the members of his family have refused to deliver possession of the said property to the said Baldwin County Bank, IT IS THEREFORE, Ordered that a Writ of Assistance be immediately issued by the Register of this Court, directed to M. H. Wilkins, as Sheriff of the Baldwin County, Alabama, to put said Baldwin County Bank in possession of the said premises and it in the possession thereof from time to time to maintain and defend.

Dated this 29th day of April, 1937.

*J. W. Hare*

Judge.



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INGORRINI  
2-1952

PHILIPTON AND GRIFFIN HOLDINGS ON  
ASSISTANCE

JOSEPH S. PAGE  
Comptroller and Treasurer

MISS

BALDWIN GODFREY BANK, et al. Comptroller  
of  
Responsible and Credit Institution

IN THE CIRCUIT COURT OF

BALDWIN GODFREY, ALABAMA

IN EQUITY, No. 101

Case Opened 08-1981  
B. Blackburn  
B. Blackburn

J. BLACKBURN  
ATTORNEY AT LAW  
BIRMINGHAM, ALABAMA

15/2

JOSEPH S. PAGE,  
Complainant,  
VS.  
BALDWIN COUNTY BANK,  
a Corporation,  
Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY. NO. 15 $\frac{1}{2}$ .

Comes the Baldwin County Bank, a Corporation, Respondent and Cross Complainant in the above entitled cause and shows to the Register that it requires an oral examination of the witnesses hereinafter named and therefore moves the Register for an oral examination of the said witnesses, the same to be examined orally before the Register of this Court at the time and place hereinafter shown:

Respondent and Cross Complainant moves for an oral examination of S. F. Holmes and C. L. White, both of whom reside in Bay Minette, Baldwin County, Alabama, said examination to be before Honorable Robert S. Duck, Register of this Court at his office in the Court House of Baldwin County, Alabama, on Wednesday, June 12, 1935.

Respondent and Cross Complainant avers that due notice of this motion has been given in writing to all of the adverse parties to this action or their Solicitors of Record in form and substance as is required by law.

*J. B. T. Shackelton*

Solicitor for Respondent and  
Cross Complainant.

JOSEPH S. PAGE,  
Complainant,  
VS.  
BALDWIN COUNTY BANK, a  
Corporation,  
Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY. NO. 15 $\frac{1}{2}$ .

TO JOSEPH S. PAGE, OR HENRY D. MOORER, HIS SOLICITOR OF RECORD:

You are hereby notified that the Respondent and Cross-Complainant, the Baldwin County Bank, a Corporation, has moved for and obtained an Order permitting and directing an oral examination of the witnesses named in the attached copy of the Motion therefor, the said examination of said witnesses to be oral before the Register of this Court at the place and at the time stated in the said Motion, a copy of which is hereto attached and made a part of this notice.



Solicitor for Respondent and Cross-Complainant.



Register.

I, Robert S. Duck, Register, do hereby certify that I have this day entered a copy of the foregoing notice, together with a copy of said requirement for oral examination on the Order Book of the Register of this Court and I direct that the adverse parties have ~~three~~ three days notice of said examination.

Dated this 1st day of June, 1935.



Register.

I, Henry D. Moorner, as Attorney for Complainant and Cross-Respondent, Joseph S. Page, do hereby accept service of the

foregoing requirement of the oral examination of the witnesses named in said Motion and notice thereof and waive any and all further notice of said examination.

Dated this the 1st day of June, 1935.



Solicitor for Complainant and Cross-Respondent.



**RECEIVED**  
1915

NOTICE OF DEED AND NOTICE OF  
DEED EXAMINATION OF WILLIAMS

JOSEPH S. PAGE

COMPLAINT

VS.

FARMERS' TRUST COMPANY

Trust Company

IN THE CIRCUIT COURT OF  
HAMILTON COUNTY, ALABAMA  
IN SUIT NO. 1155

*228 June 7 1915*  
*W. B. Blackburn*

W. B. BLACKBURN  
ATTORNEY AT LAW  
BIRMINGHAM, ALABAMA

1912



JOSEPH S. PAGE,

Complainant and Cross-  
Respondent,

VS.

BALDWIN COUNTY BANK, a Corpora-  
tion,

Respondent and Cross-  
Complainant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY. NO. 15½.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to deliver to the Baldwin County Bank; a Corporation, possession of the lands and tenements of which the said Baldwin County Bank, a Corporation recovered of Joseph S. Page by a Decree of the Circuit Court held for the County of Baldwin on the 5th day of February, 1936, viz:

The Northeast Quarter of the Southeast Quarter of Section Eighteen, Township 2 South, Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll.

Also the West Half of South Half of South Half of Southeast Quarter of Northeast Quarter of Section 18, Township 2 South, Range 3 East;

Also the Southwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section 18, containing sixty acres, more or less, and all in Township 2 South, Range 3 East, and also beginning 110 yards North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 18, in Township 2 South, Range 3 East, running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence West 300 yards to place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land;

ALSO the following parcel of land, to-wit: Beginning at the Southeast Corner of the East Half of the Northeast Quarter of Section 18, Township 2 South, Range 3 East, running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less in Section 18, Township 2 South Range 3 East, excepting and reserving out of said Section 18, six acres more or less, conveyed to Joseph S. Page, Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. page 122, Baldwin County Records. Together with all appurtenances thereunto belonging.

All that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 18, in Township 2 South Range 3 East, running thence East 220 yards, thence South 220 yards, thence West 220 yards, thence North 220 yards to place of beginning, containing Ten acres more or less in Section 18, Township 2 South of Range 3 East, in Baldwin County, Alabama.

You are further commanded of the goods and chattels,

lands and tenements of the said Joseph S. Page you cause to be made the sum of \$ 46 25,- costs of Court; and make return of this writ and the execution thereof according to law.

Witness my hand this 21 day of April 1936.

*Richard H. ...*  
Register.

REGISTER.  
NO. 123  
BUTLER COUNTY, PENNSYLVANIA.

IN THE CIRCUIT COURT OF

Butler County, Pennsylvania  
Comptroler and Cross-Comptroler

BUTLER COUNTY BANK & CORPORATION

vs.

JOSEPH S. PAGE,  
Comptroler and Cross-Comptroler

JOSEPH S. PAGE,

FACTS.  
WRIT OF POSSESSION AND EJECT

12/15

*Handwritten notes and signatures*  
INDEXED FILED  
APR 21 1936  
BUTLER COUNTY, PA

15 1/2

WRIT OF POSSESSION AND Fieri  
FACIAS.

JOSEPH S. PAGE,

Complainant and Cross-Respond-  
ent,

VS.

BALDWIN COUNTY BANK, a Corporation

Respondent and Cross-Complain-  
ant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 152

IN EQUITY.

Dated this 21 day of October 1936.

*Putnik*  
*Putnik*  
*Ray*

made the sum of \$46.25, costs of Court, and make return of  
this writ and the execution thereof according to law.  
lands and tenements of the said Joseph S. Page you cause to be

State of Alabama, )  
Baldwin County. )

IN THE CIRCUIT COURT,  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT,  
BALDWIN COUNTY, ALABAMA\*\*\*-----In equity.

Your petitioner, Joseph S. Page, respectfully represents and shows unto Your Honor as follows:

FIRST:

That he is a bona Fide resident citizen of Baldwin County, Alabama, residing at Bay Minette, Alabama, in said County and State.

That the Baldwin County Bank is a Corporation with its principal place of business located at Bay Minette, Baldwin County in said State.

SECOND.

That your petitioner is owner and in peaceable possession of the property in and by Exhibit "A" attached hereto and made a part of this bill as if though set out fully herein.

That the respondent, The Baldwin County Bank, claims or is reputed to claim some right, title or interest in or encumbrance upon said lands, that no suit is pending to question or test the validity of such claim, right, title or interest in or encumbrance of the said respondent, and the Plaintiff or Complainant herein calls upon the respondent to set fourth and specify his right, title or interest in or encumbrance upon said land, and to show how and by what instrument the same is derived or created.

Prayer for Process.

Wherefore, the premises considered, complainant prays that Your Honor will take jurisdiction of this cause made by this bill of complaint, and by appropriate process make the said Baldwin County Bank, a Corporation, a party respondent to this bill of

Complaint, requiring it to plead. answer or demur to the same within the time and under the penalties prescribed by law or that the same be forever confessed.

Prayer.

Complainant further prays that upon a hearing of this cause this Honorable Court establish the title of the complainant in and to the lands herein described, and further find and decree that the said Baldwin County Bank, a corporation, has no claim, right, title or interest in or incumbarance upon the said lands herein described, or any part thereof, and grant unto your complainant such other, further or different relief as he may be in equity and good conscience entitled to receive. And as in duty bound complainant will ever pray.

  
Solicitors for Complainant.

The respondent is required to answer each and every allegation of the foregoing bill of Complainant from paragraphs FIRST TO FIFTH inclusive, but not under oath, oath being hereby expressly waived.

  
Solicitors for Complainant.

Exh. "A"

The Northeast Quarter of the Southeast Quarter of Section Eighteen, Township 2 South, Range 3 East, excepting and reserving four acres, more or less, conveyed by the Hand Land Company to William Carroll.

Also the West Half of South Half of South Half of Southeast Quarter of Northeast Quarter of Section eighteen in Township 2 South, Range 3 East; Also the Southwest Quarter of the Northeast Quarter and the East Half of the Northwest Quarter of the Southeast Quarter of Section Eighteen, containing sixty acres, more or less, and all in Township Two South, Range Three East, and also beginning 110 yards North of the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section Eighteen, in Township 2 South, R 3 E., running thence North 98 yards, thence East 300 yards, thence South 98 yards, thence West 300 yards to place of beginning, containing six acres, less one acre reserved 49 feet wide and 300 feet long on the North line of the above described land;

Also the following parcel of Land, to-wit: beginning at the Southeast Corner of the East Half of the Northeast Quarter of Section 18, Township 2 S. R. 3 E., running thence North 110 yards to a post, thence West 220 yards to a post, thence South 110 yards to a post, thence East 220 yards to place of beginning, containing five acres, more or less, in Section Eighteen Township Two South Range Three East, excepting and reserving out of said Section Eighteen, six acres more or less, conveying to Joseph S. Page Jr., by deed dated July 30, 1925, and recorded in Deed Book 37 N. S. page 122, Baldwin County records. Together with all appurtenances thereunto belonging.

All that piece or parcel of land lying and being in Baldwin County, Alabama, described as follows, to-wit: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section Eighteen in Township two South of Range Three East, running thence East 220 yards, thence South 220 yards, thence West 220 yards, thence North 220 yards to place of beginning, containing Ten Acres more or less in Section Eighteen, Township Two South of Range Three East, ALSO the following personal property: ~~X~~ One Iron gray horse mule about 10 years old, weighing 1100 pounds; One brown mare mule about 12 years old, weighing about 1100 pounds; one two horse wagon and set of harness; Nine Head of stock cattle, being all the cattle owned by us, also any increase from said cattle. Also our entire crop of cotton, corn, hay, beans, potatoes, sugar can and all other produce grown by us on our farms in Baldwin County, Alabama, during the year 1930. Also all turpentine cups on all my property.



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**RECORDED**  
208

Filed Dec. 28<sup>th</sup> 1933  
Wm. C. Stone  
Proprietor

HENRY D. MOORER  
ATTORNEY AT LAW  
BAY MINNETTE, ALA.