

1057

W. D. STAPLETON'

Complainant'

-VS-

H. H. MONTGOMERY' Superin-  
tendent of Banks of the  
State of Alabama' Liquidat-  
ing the Baldwin County Bank'

Respondent.

IN THE CIRCUIT COURT-IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

We hereby withdraw our appearance as Solicitors for  
Complainant in the above stated cause.

Hylton & G. Thorne  
Solicitors for Complainant.

The State of Alabama, }  
Baldwin County

CIRCUIT COURT OF BALDWIN COUNTY,  
IN EQUITY

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

WE COMMAND YOU, That you summon H.H.MONTGOMERY, as Superintendent  
of Banks of the State of Alabama, Liquidating the Baldwin County  
Bank,

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 Sum-  
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

W.D.STAPLETON

against said H.H.MONTGOMERY, as superintendent of Banks of the  
State of Alabama, Liquidating the Baldwin County Bank,

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 9th day of

June 1932

Register.

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

1057  
(ORIGINAL)

Serve on \_\_\_\_\_

Circuit Court of Baldwin County  
In Equity.

No. \_\_\_\_\_

SUMMONS

W.D. STAPLETON

vs.

H.H. MONTGOMERY, as Superin-  
tendent of Banks of the State  
of Alabama, Liquidating the  
Baldwin County Bank,

Hybart, Heard & Chason  
Solicitor for Complainant.

Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_

RECORDED

The State of Alabama,  
BALDWIN COUNTY.

Received in office this

day of

193

Sheriff.

Executed this

day of

193

by leaving a copy of the within Summons with

*W R Beebe one of*  
*the attorneys for H H Montgomery*  
*as Superintendent of Banks of*  
*Alabama Liquidating the Baldwin County Bank*  
Defendant.

Sheriff.

By

Deputy Sheriff.

W. D. STAPLETON,

Complainant,

-vs-

H. H. MONTGOMERY, Superin-  
tendent of Banks of the  
State of Alabama, Liquidat-  
ing the Baldwin County Bank,

Respondent.

IN THE CIRCUIT COURT-IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

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

Your Orator, W. D. Stapleton, humbly complaining of H.  
H. Montgomery, as Superintendent of Banks of the State of Alabama,  
Liquidating the Baldwin County Bank, shows unto your Honor as fol-  
lows:

FIRST:

That both he and the said H. H. Montgomery are citizens  
of the State of Alabama, over the age of twenty-one years of age;  
that the said H. H. Montgomery is Superintendent of Banks of the  
State of Alabama, and has his place of residence and principal  
office in the City of Montgomery, Alabama, and is now liquidating  
the Baldwin County Bank.

SECOND:

Your Orator further shows unto your Honor that he is  
now in possession of the following real estate situated in Baldwin  
County, Alabama:-

Lots No. One (1), Two (2), Three (3), Four (4),  
Forty-seven (47), Forty-eight (48), Forty-nine  
(49), Fifty (50), Fifty-one (51), Fifty-two (52)  
and Fifty-three (53) in Lyman's Addition to  
Magnolia Springs, Baldwin County, Alabama, as  
per Plat of the same on record in the Office of  
the Judge of Probate of Baldwin County, Alabama.

THIRD:

Your Orator further shows unto your Honor that on the  
27th day of October, 1923, Walter S. Richardson, as Trustee, exe-  
cuted his Mortgage to Frank H. Brunell, in and for the sum of  
Twenty-five Thousand Dollars (\$25,000.00) on the aforesaid pro-  
perty, and in addition thereto about Five Thousand Dollars (\$5000.00  
worth of personal property. A copy of said Mortgage is hereto at-

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tached, marked Exhibit "A" and is prayed to be made a part of this Bill of Complaint. Your Orator further shows unto your Honor that the said Frank H. Brunell on March 16th, 1926, by and through his Attorney-in-Fact, Norborne Stone, transferred and assigned the aforesaid Mortgage to the Baldwin County Bank, at and for the consideration of Eighteen Thousand Six Hundred Forty-seven & 27/100 Dollars (\$18,647.27), and that on said date, that is, March 16th, 1926, the Baldwin County Bank, by Trust Conveyance, bargained, sold, released, conveyed and confirmed to the said W. D. Stapleton, as Trustee, the aforementioned lands, for the purpose of selling the same, the amounts accruing therefrom to be applied on said mortgage indebtedness, and the balance to be paid over to the lien holders thereon and the owners thereof, a copy of said Trust Deed being hereto attached and made Exhibit "B" to this Bill of Complaint, and is prayed to be taken as a part of the same. Your Orator further shows unto your Honor that in addition to said land there was included in said Mortgage and in said Trust Deed all personal property on said real estate at the time of the execution of the aforesaid Mortgage by the said Richardson.

FOURTH:

Your Orator further shows unto your Honor that he accepted said trust and immediately began to undertake his duties thereunder, that under Paragraph Ten of said Trust Agreement that the Baldwin County Bank authorized him as such Trustee to incur all necessary expenses, including attorney's fees, for the protection of the property and for the preservation of the rights of the beneficiaries of said Agreement, and stipulated that all such expenses would be repaid to him and that a lien was given to him on said property and proceeds thereof to secure such expenditures and expenses, and that said lien was made prior to any of the Mortgages and other obligations mentioned in said Trust Agreement, and your Orator shows unto your Honor that the aforesaid Mortgage of Walter S. Richardson, as Trustee, to Frank H. Brunell was especially mentioned in said Agreement, and that your Orator has a prior lien as to the aforesaid Mortgage, or any of the Mortgages

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mentioned in said Trust Agreement, for the expenses and expenditures incurred by him as such Trustee. Your Orator further shows unto your Honor that in and about his Trusteeship he expended the sum of Seven Thousand Five Hundred Dollars (\$7500.00) in payment of taxes, attorney's fees, repairing of the property, insurance, salaries of caretakers and incidentals pertinent to said Trusteeship and appertaining to said property, for which sum your Orator claims a superior lien to that of the said Baldwin County Bank in and to said property.

FIFTH:

Your Orator further shows unto your Honor that Walter S. Richardson, an unmarried man, individually and as Trustee, by Warranty Deed, conveyed to the Governors Club, an Alabama Corporation, on May 14th, 1924, Lots No. Forty-seven (47), Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-two (52) and Fifty-three (53), and the North twenty-five (25) feet of Lot Four (4), upon which was located the water tank used by the Governors Club, of Lyman's Addition to Magnolia Springs, Baldwin County, Alabama, and all personal property situated on said lands. Your Orator further shows unto your Honor that on September 24th, 1924, Walter S. Richardson, as Trustee, by Quit Claim Deed, conveyed to A. N. Hayselden, Trustee, Lots One (1), Two (2), Three (3) and Four (4), in Lyman's Addition to Magnolia Springs, Baldwin County, Alabama, together with all furniture and fixtures in buildings on above lots.

SIXTH:

Your Orator further shows unto your Honor that on, to-wit, February 27th, 1926, A. N. Hayselden and wife, Emilie Hayselden, conveyed to Franklin S. Laseter by Warranty Deed Lots One (1), Two (2), Three (3) and all of Lot Four (4) except the North twenty-five (25) feet thereof, in Lyman's Addition to Magnolia Springs in Baldwin County, Alabama, as per Plat recorded in the Office of the Judge of Probate of said County, and your Orator further shows unto your Honor that on March 11th, 1926, F. S. Laseter and Maude E. Laseter, his wife, re-conveyed said property by Quit

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Claim Deed to A. N. Hayselden; that is, Lots 1, 2, 3 and all of Lot 4 except the north 25 feet thereof, in Lyman's Addition to Magnolia Springs, Baldwin County, Alabama.

SEVENTH:

Your Orator further shows unto your Honor that on March 13th, 1926, A. N. Hayselden and wife conveyed to Frank Holz by Warranty Deed, Lots 1, 2, 3 and all of Lot 4 except the North 25 feet thereof in Lyman's Addition to Magnolia Springs, Baldwin County, Alabama; that on said date Frank Holz executed to A. N. Hayselden his Mortgage in the sum of Five Thousand Dollars (\$5000.00) which Mortgage is recorded in Mortgage Book 35, page 454 of the Probate Records of Baldwin County, Alabama, a copy of said Mortgage being hereto attached, marked Exhibit "C", and prayed to be made a part of this Bill of Complaint, said Mortgage conveying Lots 1, 2, 3 and all of Lot 4 except the North 25 feet thereof, in Lyman's Addition to Magnolia Springs, Baldwin County, Alabama. Your Orator further shows unto your Honor that said Mortgage from Frank Holz to said Hayselden was transferred on March 13th, 1926, to the Governors Club, a Corporation, at and for the consideration of Five Thousand Dollars (\$5000.00), said Transfer appearing of record in Deed Book 39 N. S., page 222 of the Probate Records of Baldwin County, Alabama.

EIGHTH:

Your Orator further shows unto your Honor that on March 13th, 1926, the Governors Club, an Alabama Corporation, by its Warranty Deed, sold and conveyed to Frank Holz, at and for the consideration of Seventeen Thousand Dollars (\$17,000.00), Lots No. 47, 48, 49, 50, 51, 52 and 53, and the North twenty-five feet of Lot No. 4, on which is located the water tank used by the Governors Club, said Lots being in Lyman's Addition to Magnolia Springs, Baldwin County, Alabama, and also all of the personal property situated and located on said premises at the time that Walter S. Richardson executed his said Mortgage to Frank H. Brunell.

Your Orator further shows unto your Honor that on said date the said Frank Holz executed his Mortgage to the Governors Club for

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the sum of Seventeen Thousand Dollars (\$17000.00), which said Mortgage is recorded in Mortgage Book 35, page 453, and which is on the property mentioned in this paragraph. A copy of said Mortgage is hereto attached, marked Exhibit "D" and is made a part of this Bill of Complaint.

TENTH:

Your Orator further shows unto your Honor that the Governors Club, a Corporation, on to-wit, March 16th, 1926, assigned and transferred said Mortgages of Frank Holz to A. N. Hayselden and to the Governors Club to S. P. Gaillard Jr., as Trustee, at and for a consideration of One Dollar (\$1.00), a copy of said Transfer being of record in Deed Book 39 N. S., pages 484-5. Your Orator further shows unto your Honor that the said S. P. Gaillard Jr., as Trustee, on to-wit, November 3rd, 1926, assigned said Mortgages mentioned in this paragraph at and for a consideration of Eight Thousand Dollars (\$8000.00) to Alfred H. Crovatt, said Transfer and Assignment being recorded in Deed Book 41, page 131, Probate Records of Baldwin County, Alabama.

Your Orator further shows unto your Honor that the said Alfred H. Crovatt on, to-wit, the 3rd day of November, 1926, conveyed that certain Mortgage made by Frank Holz to the Governors Club, dated March 13th, 1926, and filed for record in the Office of the Judge of Probate of Baldwin County, Alabama, securing the indebtedness of Seventeen Thousand Dollars (\$17000.00), conveying Lots 47, 48, 49, 50, 51, 52 and 53, and part of Lot 4 of Lyman's Addition to Magnolia Springs, according to the Map recorded in the office of the Judge of Probate of Baldwin County, Alabama, and also that certain Mortgage executed by Frank Holz to A. N. Hayselden on March 13th, 1926, in the sum of Five Thousand Dollars (\$5000.00), the same being recorded in Mortgage Book 35, at page 454, and conveying Lots 1, 2, 3 and all of Lot 4, except the North 25 feet thereof, in Lyman's Addition to Magnolia Springs, Baldwin County, Alabama, and which were duly transferred by A. N. Hayselden to the Governors Club on, to-wit, March 13th, 1926, for the consideration of Five Thousand Dollars (\$5000.00), said Transfer being recorded

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in Deed Book 39 N. S., page 222, Probate Records of Baldwin County, Alabama, to your Orator, W. D. Stapleton

ELEVENTH:

Your Orator further shows unto your Honor that on, to-wit, the 6th day of June, 1932, the said H. H. Montgomery, Superintendent of Banks of the State of Alabama, Liquidating the Baldwin County Bank, attempted to foreclose said Mortgage executed by Walter S. Richardson, as Trustee, to Frank H. Brunell, which has been heretofore mentioned in this Bill of Complaint, regardless of such arrangements existing between your Orator and the said Baldwin County Bank, and your Orator further shows unto your Honor that in his effort to foreclose said Mortgage the said H. H. Montgomery offered and sold all of said property in mass; that is, Lots No. 1, 2, 3, 4, 47, 48, 49, 50, 51, 52 and 53 in Lyman's Addition to Magnolia Springs, Baldwin County, Alabama, together with all furniture and fixtures in buildings on lots above described; that said property was not offered separately, that is, the lots were not offered separately nor the fixtures and furniture offered separately from the sale of the Lots; that same was offered in a lump and was bid in by the said H. H. Montgomery as Superintendent of Banks of the State of Alabama, for the use and benefit of the Baldwin County Bank, at and for the sum of Fourteen Thousand Thirteen & 19/100 Dollars (\$14013.19), an amount greatly disproportionate to the value of the property mentioned in said Mortgage. Your Orator further shows unto your Honor that the reasonable value of the personal property alone is around Two Thousand Five Hundred Dollars (\$2500.00), and that on a redemption if your Orator was forced to exercise his statutory right he would lose the benefit of the value of the personal property.

PRAYER FOR PROCESS.

To the end, therefore, that equity may be had in the premises, Complainant prays that your Honor will cause the usual Writ of Process to issue to the above named Respondent, H. H. Montgomery, Superintendent of Banks, Liquidating the Baldwin County Bank, in the usual form, according to the practice of this Honorable Court, re-

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quiring him to plead, answer or demur to the same within the time as required by law and the practice of this Honorable Court.

PRAYER FOR RELIEF.

Your Orator prays that on a final hearing of this cause that your Honor will enter a Decree directing that said sale of the attempted foreclosure of said Mortgage of Richardson to Brunell be set aside and held for naught; that your Honor will order a reference to ascertain the amount due him on his said Trust Agreement with the Baldwin County Bank, and that your Honor will permit your Orator to exercise his equity of redemption in and to said Mortgage if it is ascertained that there is any balance due on the same. Your Orator prays for such other, further and different and general relief as in equity may seem just and meet, and your Orator will ever pray. Your Orator hereby submits himself to the jurisdiction of this Court and herein offers to do equity.

*Hubert Herd & Thoson*  
Solicitors for Complainant.

FOOTNOTE:-

Respondent required to answer Paragraphs "First" through "Eleventh", inclusive, but answer under oath is hereby expressly waived.

*Hubert Herd & Thoson*  
Solicitors for Complainant.

# "Exhibit A"

STATE OF ALABAMA, :  
BALDWIN COUNTY. :

## PURCHASE MONEY MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:- That Whereas, WALTER S. RICHARDSON TRUSTEE, hereinafter called the mortgagor, has this day become justly indebted to FRANK H. BRUNELL, hereinafter called the mortgagee, for balance due on purchase price of the property hereinafter described and covered by this instrument, in the sum of Twenty-five thousand and no/100 dollars (\$25,000.00) with interest thereon at the rate of six per centum (6%) per annum from this date until maturity as evidenced by three (3) promissory notes bearing even date herewith, as follows:- Note Number One (1) in the sum of Eight thousand, three hundred and thirty-three and 33/100 dollars (\$8,333.33) and due and payable on or before one (1) year after date; Note Number Two (2) in the sum of Eight thousand, three hundred and thirty-three and 33/100 dollars (\$8,333.33) and due and payable on or before two (2) years after date; and Note Number Three (3) in the sum of Eight thousand, three hundred and thirty-three and 34/100 dollars (\$8,333.34) and due and payable on or before three (3) years after date; all payable to order of Frank H. Brunell at the State Bank of Foley, Foley, Alabama, with interest thereon at six per centum (6%) per annum but with the right and privilege in mortgagor to pay any one or more of said notes before maturity thereof and when so paid interest to cease from date of payment.

NOW, THEREFORE, in order to secure the payment of the said notes as they become due and payable, the said mortgagor does hereby GRANT, BARGAIN, SELL AND CONVEY and DELIVER to the said mortgagee the following described property situated in Baldwin County, Alabama, viz:-

Lots Numbered One, Two, Three, Four, Forty-seven, Forty-eight, Forty-nine, Fifty, Fifty-one, Fifty-two and Fifty-three (1, 2, 3, 4, 47, 48, 49, 50, 51, 52 & 53) in Lyman's Addition to Magnolia Springs, Baldwin County, Alabama, as per plat of same on record in the office of the Judge of Probate of Baldwin County, Alabama. Meaning and intending by the above description to describe and convey by this instrument the same real estate as described in and conveyed by deed from mortgagee and wife to mortgagor of even date herewith. Together with all and singular, the rights, benefits, privileges, appurtenances, improvements and hereditaments unto the same belonging or in any wise appertaining.

ALSO:- All furniture and fixtures in buildings on lots above described (Excepting some personal effect, Silverware, etc., property of Mrs. Brunell) also all boats, launches, in fact, everything on places except farm machinery, stock and farm tools.

The intent of this mortgage being to describe and cover all property this day purchased by mortgagor from mortgagee and wife and upon which a balance of the purchase price as above set out is due.

TO HAVE AND TO HOLD all of the above described and conveyed property unto the said mortgagee, his heirs and assigns, FOREVER.

And the said mortgagor, for himself and his successors, heirs, executors and administrators, does hereby covenant and warrant to and with the said mortgagee, his heirs and assigns, that he is seized of an indefeasible estate in fee simple in and to said property; that he has a good right to convey the same as herein contained; that the same are free from all liens or encumbrances; that he will guarantee the peaceable possession thereof and that he will and his successors, heirs, executors and administrators shall forever warrant and defend the same unto said mortgagee, his heirs and assigns, against the lawful claims of all persons whomsoever.

And the said mortgagor does further covenant, for himself and his successors, heirs, executors and administrators, with the said mortgagee his heirs and assigns, so long as said notes or interest thereon shall remain unpaid, in whole or in part, as follows:-

First. To pay said principal and interest thereon promptly as the same becomes due.

Second. To pay all taxes and assessments or other legal charges that may be levied or assessed or otherwise accrue on or against said property or on this mortgage or the debt secured thereby, when due and payable according to law and before the same become delinquent.

Third. To keep all of the improvements now or hereafter erected on said property and said personal property in good order and repair and not to do

or permit waste upon said premises or of said property nor to do or allow to be done any act whereby the property would become less valuable.

Fourth. To keep the buildings and improvements on said property together with the contents thereof insured against loss or damage by fire to the extent of \$1000.00 on improvements and buildings and \$2000.00 on personal property. Not to remove or allow to be removed any of the personal property from the said premises. All insurance policies shall be in a company or companies approved by mortgagee and the loss shall be payable to mortgagee as his interest may appear and so endorsed on policies which shall be delivered to mortgagee.

And it is further expressly agreed as follows:-

A. That should the said mortgagor, his successors, heirs, executors, administrators or assigns, fail to pay any of said notes and interest thereon or any part thereof as the same become due, or to keep and perform any of the agreements herein contained, then the entire debt remaining secured by these presents shall at once become due and payable together with all other amounts due hereunder at the option of mortgagee and no notice of an election to so declare all such amounts due shall be necessary, the same being hereby expressly waived by mortgagor.

B. Should the mortgagor, his successors, heirs or assigns fail to pay all taxes, assessments or other legal charges before the same become delinquent, or any fire insurance premiums or other legal charges due hereunder, then the said mortgagee, his heirs or assigns, may make payment of the same and all amounts so paid with interest thereon at eight per centum per annum shall be added to and become a part of the debt secured by these presents, without waiver of any right arising from the breach of any covenants, and for such payment with interest as aforesaid, the premises hereinbefore described as well as said mortgagor, his successors, heirs, executors and administrators shall be bound to the same extent that they are bound for the payment of all other amounts due hereunder.

BUT THIS CONVEYANCE AND THE COVENANTS HEREINBEFORE EXPRESSED ARE MADE UPON THE FOLLOWING CONDITIONS:-

If the said mortgagor, his successors, heirs, administrators or assigns, shall well and truly pay or cause to be paid the said notes as they severally become due and keep and perform all of the covenants and agreements herein provided, then this conveyance shall become null and void, but if the said mortgagor shall fail to pay said notes as they severally become due, or to keep and perform all or any of said agreements and covenants herein provided, then said mortgagee, his heirs, assigns, agents or attorneys, are hereby authorized and empowered to declare all amounts hereby secured, at their option, due and payable at once, and to sell the property hereby conveyed, at auction, for cash, at the front door of the court house of said county and state after first giving notice of the time and place of said sale by publication once a week for two successive weeks in some newspaper then published in said county and to execute a conveyance or conveyances and bills of sale to property so sold to the purchaser at said sale; out of the proceeds of said sale shall first be paid all expenses thereof, together with a reasonable attorneys fee; then retain enough to pay and discharge the said notes and interest and all other amounts due hereunder and then, the balance, if any, shall be paid over to the mortgagor herein.

In the event of such sale said mortgagee, his heirs, assigns, agents or attorneys, are hereby authorized to bid for and purchase said property in all respects as if they were strangers to this conveyance.

All conveyances made at any sale so held shall be by the mortgagee his heirs, assigns, agents or attorneys for and in the name of mortgagor and all titles so made mortgagor hereby agrees to warrant and defend the same as the title is hereinbefore warranted.

It is further agreed that should mortgagee, his heirs, assigns or representatives go into any court for the purpose of obtaining possession of the property hereby covered, to foreclose this mortgage or for any other purpose connected with the collection of any amounts due hereunder or the protection or preservation of the property hereby conveyed, that mortgagor shall pay all costs thereof, including a reasonable attorneys fees and if not paid by mortgagor then all such amounts so paid or incurred by mortgagee shall be added to and become a part of the debt hereby secured together with interest thereon at 8%.

IN WITNESS WHEREOF, the said mortgagor hereunto sets his hand and seal this the 27th day of October, A. D., 1923.

Walter S. Richardson  
Trustee

LS

EXECUTED IN PRESENCE OF:-

P. J. Cooney  
Norborne Stone

STATE OF ALABAMA, :  
BALDWIN COUNTY. :

I, Norborne Stone, a Notary Public in and for said state and county, hereby certify that Walter S. Richardson, Trustee, whose name is signed to the foregoing instrument as Trustee and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal hereto affixed by me this October 27th, 1923.

(SEAL)

Norborne Stone.  
Notary Public, Baldwin County, Ala.

I hereby certify that the Mortgage tax on the within instrument has been paid by the creditor.

- - - - - Mortgagee.

STATE OF ALABAMA, :  
BALDWIN COUNTY. :

I, G. L. Lambert, Judge of Probate, for said county, hereby certify that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1903, viz: \$37 cts 50.

G. L. Lambert, Judge of Probate  
W. H. Hawkins, Acting Clerk

Filed for record December 3rd, 1923, at 3 P. M.  
Recorded December 6th, 1923.

G. L. Lambert, Judge of Probate.

# "Exhibit A"

STATE OF ALABAMA

BALDWIN COUNTY.

WHEREAS, the undersigned, Frank Holz, of Foley, Alabama, is the owner of that certain real and personal property formerly owned by Frank H. Brunell, said land being in Baldwin County, Alabama, particularly described as follows, to-wit:

Lots 1, 2, 3, 4, 47, 48, 49, 50, 51, 52, and 53, in  
Lyman's Addition to Magnolia Springs, in Baldwin County,  
State of Alabama, as per plat of same recorded in the  
office of the Judge of Probate of Baldwin County,  
Alabama, in Deed Book "U", page 135;

which said land has since been subdivided into lots and is known as "Magnolia Plaza", as per plat of Magnolia Plaza recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 1, page 68;

AND WHEREAS, the undersigned, the Governors Club, a corporation organized under the laws of the State of Alabama, has a mortgage claim against said property above referred to, both real and personal, for a portion of the unpaid purchase price in sale made by the said, the Governors Club, to the said Frank Holz by deed dated March 13, 1926, and filed for record in the office of the Judge of Probate, Baldwin County, Alabama, on to-wit: March \_\_\_\_, 1926, said mortgage being in the sum of \$17,000.00, and also a certain mortgage given by Frank Holz to A. N. Hayselden, representing the purchase price of certain property described in a certain deed from A. N. Hayselden to the said Frank Holz and filed for record in the office of the Judge of Probate, Baldwin County, Alabama, on, to-wit: the \_\_\_\_ day of March, 1926, which said mortgage from Holz to Hayselden has been transferred to the said Governors Club by the said Hayselden, and now forms a part of its assets, the property described in said mortgage from the said Holz to said Hayselden forming a part of the property known as the Governors Club property, and included in the description above;

AND WHEREAS, the undersigned A. N. Hayselden, who enters into this agreement as trustee, was named as trustee for the security of the said, the Governors Club, in that certain deed of trust dated May 24, 1924, and recorded in the office of the Judge of Probate of Baldwin County, Alabama,

in Mortgage Book 30, page 324-6, under which deed of trust no bonds were ever issued and none are outstanding; the said Hayselden, as such trustee, enters into this agreement for the purpose of forever clearing the title of the purchasers to the property as to said deed of trust so that said property may be sold in the manner hereinafter stated, and for the purposes hereinafter stated, free from any claim arising by reason of said deed of trust;

AND WHEREAS, the land with the improvements thereon and the personal property named in the said deed of trust is subject to a prior mortgage to Frank H. Brunell, dated October 27, 1923, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 29, page 321-3, on which mortgage there is an agreed balance due amounting to \$18,647.27; and to a prior mortgage to the South Baldwin State Bank, now doing business as the Farmers and Merchants Bank of Foley, Alabama, dated November 21, 1923, and recorded in the office of the Judge of Probate, of Baldwin County, Alabama, in Mortgage Book 29, page 584, on which there is now an agreed balance due amounting to \$9319.12; and also to a prior mortgage to the Farmers and Merchants Bank of Foley, Alabama, dated January 22, 1926, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 35, page 22-23, on which there is now an agreed balance due amounting to \$5000.00;

AND WHEREAS, the above named mortgage to Frank H. Brunell has been transferred to the Baldwin County Bank of Bay Minette, Alabama, upon the request of Frank Holz and the other parties hereto, with the understanding that the time of payment of said mortgage will be extended for a period of six months from this date, making same due and payable at the expiration of said time, and with the agreement that the amount paid by said Baldwin County Bank shall draw interest from date of payment at eight per cent per annum;

AND WHEREAS all of said mortgage debts are hereby made payable on or before six months from date;

AND WHEREAS, the said Baldwin County Bank of Bay Minette, Alabama, the Governors Club, the Farmers and Merchants Bank of Foley, Alabama,

Frank Holz, and A. N. Hayselden, individually and as trustee, as aforesaid, for the purpose of enabling a sale of said land in parcels or lots and a sale of the said personal property under the arrangement and for the purposes hereinafter stated, in order to permit the land to be sold in separate parcels or lots and to release the lots as sold from the operation of said mortgages under the terms and conditions hereinafter named, and for the purpose of liquidating the obligations against said property, desire to convey to J. W. Randall, of Foley, Alabama, and W. D. Stapleton, of Bay Minette, Alabama, as joint trustees;

NOW THEREFORE, in consideration of the premises and for the benefits accruing to each of the undersigned hereunder and the further consideration of the sum of One Dollar (\$1.00) paid to the said Frank Holz by the parties herein named, the receipt whereof is hereby acknowledged, the said Frank Holz, a widower, has BARGAINED, SOLD, RELEASED, CONVEYED, and CONFIRMED, and by these presents does BARGAIN, SELL, RELEASE, CONVEY and CONFIRM unto the said J. W. Randall and W. D. Stapleton, as joint trustees as aforesaid, the following described real estate in Baldwin County, Alabama, to-wit:

Lots 1, 2, 3, 4, 47, 49, 50, 48, 51, 52 and 53, in Lyman's Addition to Magnolia Springs, in Baldwin County, State of Alabama, as per plat of same recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book "U", page 135;

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and all personal property now on said real property, and also all the estate, right, title, interest, claim and demand whatsoever of the said Frank Holz in the above described real and personal property.

TO HAVE AND TO HOLD unto the said J. W. Randall and W. D. Stapleton as joint trustees, their successors and assigns, in trust, however, and upon and for the uses and purposes hereinafter mentioned, namely:

1. The said Frank Holz shall have the right, to, and the above named trustees will permit said Holz, his successors and assigns, for the benefit of all the undersigned, as hereinafter stated, to sell and



contract to sell the land in whole or in separate lots or parcels under the conditions and subject to all the provisions named to be agreed to by and between the above named trustees, and Frank Holz, their successors or assigns, at prices fixed by them, and to sell the personal property in a manner to be agreed on together. The said minimum prices at which said property will be sold shall be for an aggregate amount sufficient to pay off and discharge all obligations above referred to, together with other sums named specifically in this instrument; and no lot or parcel of the land herein described shall in any event be sold or contracted to be sold for a less amount than will be sufficient to pay off and discharge the indebtedness herein mentioned and for which purpose this trust is created. It is understood and expressly agreed that no release of any of the lots or parcels of land, hereunder described, from the operation of the mortgages above referred to shall in any way affect the validity of the said mortgages as to the balance of the land and property hereinabove referred to; and the failure of either of said mortgagees to enforce any right herein given or secured to them shall not be a waiver of that or any other provision herein made.

2. The lots to be sold are noted in a plat of Magnolia Plaza, hereinabove referred to, and the schedule of prices for which said lots are to be sold, and the schedule of cash payments to be made to the said trustees named herein before they shall be required to release any lot or lots from the operation of this agreement, are set forth in an agreement between the said trustees and Frank Holz.

3. It is further understood and hereby expressly agreed that the compensation to be received by the said trustees for services rendered in connection with this agreement will be the sum of \$2,000.00 to W. D. Stapleton and \$1,400.00 to J. W. Randall.

4. The said Holz shall be allowed for expenses in subdividing, advertising, and selling, the sum of eleven per cent of the selling price of each lot to be paid out of the cash payment for each lot until the mortgages and obligations enumerated in Paragraph 5, Sub-sections A, B, C, D, E, F, G, are paid in full; and thereafter he shall be allowed nineteen per cent, being said eleven per cent plus four per cent, until he shall have received fifteen per cent of the selling price of all lots sold prior to the payment of said mortgages and obligations of Paragraph 5, Sub-sections A, B, C, D, and E, and after he shall have received such

fifteen per cent, then thereafter, he shall receive fifteen per cent of selling price of said lots.

5. It is further understood and agreed that all cash payments which may be paid to the said trustees above named after deducting the said percentage of selling price allowed to Frank Holz in Paragraph 4, and the proceeds of the purchase money notes, when paid or discounted as hereinafter provided, shall be credited on the mortgage debts above mentioned, as follows, to-wit:

A. All moneys received as above stated shall be credited on the mortgage debt of Frank H. Brunell above mentioned, and now held by the Baldwin County Bank of Bay Minette, Alabama, together with interest thereon from this date at the rate of eight per cent per annum until that debt is fully paid and, when paid, said mortgage shall be marked paid and cancelled of record in the office of the Judge of Probate of Baldwin County, Alabama.

B. Future payments or money arising from the discounting or sale of any or all of the notes as hereinafter provided shall be credited on the mortgage debt to the South Baldwin State Bank above mentioned and amounting to an agreed balance of \$9319.12, now held by the Farmers and Merchants Bank of Foley, Alabama, as aforesaid, together with interest at the rate of eight per cent per annum from this date, and, when said mortgage shall have been paid, the same shall be marked satisfied and cancelled on the records of the Judge of Probate of Baldwin County, Alabama.

C. Future payments or money arising from the discounting or sale of any or all of the notes as hereinafter provided shall be credited on the mortgage of the Farmers and Merchants Bank of Foley, Alabama, above referred to, amounting to an agreed balance of \$5000.00, together with interest thereon at the rate of eight per cent per annum from this date, and, when paid, the same shall be marked satisfied and cancelled on the records of the Judge of Probate of Baldwin County, Alabama.

D. All future payments or money arising from the discounting or sale of any or all of the notes as hereinafter provided shall be credited upon the payment of the amounts due J. W. Randall in the sum of \$1,400.00 and W. D. Stapleton in the sum of \$2,000.00, for services rendered hereunder as above stated.

E. Future payments or money arising from the discounting or sale or any or all of the notes as hereinafter provided shall be paid to W. C. Beebe of Bay Minette, Alabama, until the sum of \$1,000.00 has been paid to him for services rendered in connection with this agreement and other legal services in connection

therewith.

F. Future payments or money arising from the discounting or sale of any or all of the notes as hereinafter provided shall be credited on the mortgage given by Holz to Governors Club in the sum of \$17,000.00 together with interest thereon at the rate of six per cent per annum from the date thereof, which said mortgage has not been recorded, but which is to be recorded. When that has been fully paid, same shall be marked satisfied and cancelled of record in the office of the Judge of Probate of Baldwin County, Alabama.

G. All future payments or money arising from the discounting or sale of any or all of the notes as hereinafter provided shall be credited on that certain mortgage given by Frank Holz to A. N. Hayselden, and by him transferred to the said Governors Club, not yet recorded but to be recorded, and, when paid, to be marked satisfied and cancelled on the records of the Judge of Probate of Baldwin County, Alabama.

H. Future payments or money arising from the discounting or sale of any or all of the notes as hereinafter provided shall be paid to Frank Holz, his heirs, personal representatives, and assigns.

6. It is understood and agreed that the said Frank Holz shall have the right at any time to sell or otherwise use any notes which may be delivered to the above named trustees representing the balance due on the purchase price of any of the property which may be sold as above stated, provided the trustees have been paid the face value or a less amount to be agreed upon by and between Frank Holz and said trustees; provided, however, that the net amount for which said notes may be sold or discounted shall be for an amount sufficient to pay off, in full, all of the obligations hereinabove enumerated, the proceeds to be applied as hereinabove stipulated. The cash and deferred payment agreement with reference to the sale of said lots above referred to shall be fixed and agreed upon by and between the said trustees and Frank Holz in writing and to be signed by all of said parties, and one of the original copies thereof to be delivered to each of the trustees above named, and to Frank Holz.

7. It is further understood and agreed that if at the expiration of six months, all of the above enumerated indebtednesses have been paid but all of said above described property has not been sold, then, in that event, the unsold property, together with the deferred payment mortgages, or vendors liens, shall be reconveyed, and, or, delivered and assigned to said Frank Holz, or his heirs and assigns, without warranty or recourse on said trustees.

8. The said trustees, in their names as trustees, shall execute all conveyances and contracts of sale to the purchasers of said property, and as attorney in fact for the mortgage holders, the said W. D. Stapleton and J. W. Randall shall execute all releases of mortgages.

9. All notes and other evidences of purchase money for said lots, together with the instruments securing the same, shall be taken in the name of the said trustees, who shall hold the same as security for the mortgages and obligations herein set out and for the benefit of the beneficiaries of this trust agreement. And in the event said mortgages and obligations shall not be paid in full on or before six months from date, the said trustees may sell and transfer said notes or other evidences of purchase money, together with the instrument securing the same, under sealed bids, after advertising for sealed bids in two issues of any newspaper published in Baldwin County, Alabama; and the said trustees shall apply the proceeds of such sale to the mortgages, obligations, and to the beneficiaries, in the order of priority herein set out in Paragraph 5. And if the said mortgages shall not then be satisfied in full, the mortgagees may foreclose their mortgages against the property not released. The mortgagees and beneficiaries of this agreement may bid and purchase at any sale held under this paragraph.

Nothing herein shall in any manner preclude the mortgage holders from foreclosing their mortgages upon the property not sold and released under the terms and conditions prescribed in their mortgages.

10. The trustees herein shall in no manner become liable for any of the mortgages and obligations herein enumerated, nor to the beneficiaries of this trust agreement, except to apply the proceeds of the property coming into their hands under and as specified in this agreement.

They shall have the right to incur all necessary expenses, including attorneys' fees for the protection of the property, and for the preservation of the rights of beneficiaries of this agreement; and all such expenses shall be repaid to them; and they are hereby given a lien on said property and proceeds thereof to secure the same and such expenses shall be paid prior to any of the mortgages and other obligations.

11. It is further understood and agreed that in the event of the death of W. D. Stapleton, that the president of the Baldwin County Bank at Bay Minette, Alabama, whoever he may be, shall succeed to the trusteeship now

occupied by W. D. Stapleton, and in the event of the death of J. W. Randall, that the president of the Farmers and Merchants Bank of Foley, Alabama, whoever he may be, shall succeed to the trusteeship of J. W. Randall.

12. For the purposes of this trust and the fulfilling and carrying out of the object and purposes herein contained, the Farmers and Merchants Bank of Foley, Alabama, the Baldwin County Bank of Bay Minette, Alabama, and the Governors Club do hereby consent to a release by the trustees above named of property above enumerated as sold and they do and each of them hereby constitute the said trustees as its attorneys in fact, and ratifies any and all releases which may be granted by said trustees above named to the property above named when sold.

13. The said A. N. Hayselden, as trustee, and the Governors Club, do hereby expressly represent and declare that no bonds have been issued under the trust deed dated May 24, 1924, from the Governors Club to the said A. N. Hayselden as trustee, and recorded in the office of the Judge of Probate, Baldwin County, Alabama, and that they will cause that deed of trust to be cancelled on the records of Baldwin County, Alabama, with all convenient dispatch, and they and each of them do hereby expressly release any claim they may have against the said property above described in so far as such claims may in any way conflict with the provisions of this agreement.

14. It is further understood and hereby expressly agreed that until the indebtednesses above enumerated, and for which this trust is created, have been fully paid, the said Frank Holz and the Governors Club will keep the improvements on said property insured against loss by fire by policies issued by some solvent fire insurance company, the policies to be made payable to the said trustee as their interest may appear, and delivered to them; and if the said Frank Holz and the said Governors Club shall fail to do so, the said trustees are hereby authorized to have said property insured, and all expenses incurred by them in the premises shall be paid out of the proceeds of the sale as hereinabove provided, as they may elect.

15. The aforesaid properties were conveyed by the Governors Club and A. N. Hayselden to Frank Holz by deeds that will appear in the records of

Baldwin County, Alabama, in which deeds the said Frank Holz assumed and agreed to pay the aforesaid Brunell mortgage, the South Baldwin State Bank mortgage and the Farmers and Merchants Bank mortgage, and he contracts and agrees to execute such renewal notes as the said banks shall require.

16. The terms and conditions herein set out upon which the said property shall be conveyed and the terms and conditions of any agreement referred to herein are for the benefit and protection of the beneficiaries under this trust and of the trustees, and are not intended as limitations on the powers of the trustees to convey the property herein described, in so far as such terms and conditions shall affect the title conveyed by the trustees to the purchasers of said property or to the distributee, in Paragraph 7 of this instrument; and the said trustees are hereby given the full and unrestricted power to convey any properties described herein or affected by this instrument or any instrument herein referred to, and any conveyance or mortgage release executed by them shall convey or release the full title to the grantee, free from any agreement, terms, conditions, liens, stipulations, mortgages and claims whatsoever, of any and all person or persons, corporations or individuals named in this agreement.

IN WITNESS WHEREOF, the said Frank Holz, the said A. N. Hayselden and Emilie Hayselden, his wife, have hereunto set their hands and seals, and the said, The Governors Club, a corporation, has caused these presents to be signed, and its corporate seal to be attached by A. N. Hayselden, its president, and attested by Woodford Mabry, its secretary, pursuant to authority vested in them by all of the stockholders of the said corporation, at a meeting held on the 11th day of March, 1926, and by the Board of Directors of said corporation on a meeting held on the 1st day of March, 1926, and the said Farmers and Merchants Bank, a corporation, has caused these presents to be signed by J. W. Randall, its president, and its corporate seal to be attached, and attested by Miles M. Morris, its cashier, pursuant to authority vested in them, and the Baldwin County Bank has caused these presents to be signed by W. D. Stapleton, its president, and its corporate seal attached, and attested by O. C. Hall, its cashier, pursuant to authority vested in them, and the said A. N. Hayselden, as trustee aforesaid, who hereby represents that he has full power and authority

in the premises, has hereunto set his hand and seal as trustee aforesaid.

Frank Holz (SEAL)

666 (SEAL)

Emilie V. Hayselden (SEAL)

A. N. Hayselden (SEAL)

A. N. Hayselden (SEAL)  
As Trustee

THE GOVERNORS CLUB

Attest:

By A. N. Hayselden  
President

Woodford Mabry  
Secretary

FARMERS AND MERCHANTS BANK

Attest:

By J. W. Randall  
President

Miles M. Morris  
Cashier

BALDWIN COUNTY BANK

By W. D. Stapleton  
President

Attest: (SEAL)

O. C. Hall  
Cashier

J. W. Randall (SEAL)  
Trustee

W. D. Stapleton (SEAL)  
Trustee

STATE OF ALABAMA  
BALDWIN COUNTY

I, Charles R. Hall, Jr., a Notary Public in and for said State and County, hereby certify that Frank Holz whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 16 day of March, 1926.

(SEAL)

Charles R. Hall, Jr.  
Notary Public  
Baldwin County, Alabama.

STATE OF ALABAMA  
BALDWIN COUNTY

I, Goldie Smith, a Notary Public in and for said State and County, hereby certify that A. N. Hayselden and Emilie Hayselden, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 15 day of March, 1926.

(SEAL)

Goldie Smith  
Notary Public  
Baldwin County, Alabama.

STATE OF ALABAMA  
BALDWIN COUNTY

I, Goldie Smith, a Notary Public in and for said State and County, hereby certify that on the \_\_\_\_ day of March, 1926, came before me the within named Emilie Hayselden, known to me to be the wife of the within named A. N. Hayselden, who being examined by me separate and apart from the husband touching her signature to the within instrument, 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.

Given under my hand and seal, this the 15 day of March, 1926.

(SEAL)

Goldie Smith  
Notary Public  
Baldwin County, Alabama.

STATE OF ALABAMA  
BALDWIN COUNTY.

I, Goldie Smith, a Notary Public in and for said State and County, hereby certify that A. N. Hayselden, whose name as trustee 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 trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 15 day of March, 1926.

(SEAL)

Goldie Smith  
Notary Public  
Baldwin County, Alabama.



STATE OF ALABAMA  
BALDWIN COUNTY

I, Charles R. Hall, Jr., a Notary Public in and for said State and County, hereby certify that A. N. Hayselden and Woodford Mabry, whose names as president and secretary, respectively, of the Governors Club, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the said corporation.

Given under my hand and seal, this the 16 day of March, 1926.

(SEAL)

Charles R. Hall, Jr.  
Notary Public  
Baldwin County, Alabama.

STATE OF ALABAMA  
BALDWIN COUNTY.

I, Goldie Smith, a Notary Public in and for said State and County, hereby certify that J. W. Randall and Miles M. Morris, whose names as president and cashier, respectively, of the Farmers and Merchants Bank, a corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 seal, this the 15 day of March, 1926.

(SEAL)

Goldie Smith  
Notary Public  
Baldwin County, Alabama.

STATE OF ALABAMA  
BALDWIN COUNTY

I, Charles R. Hall, Jr., a Notary Public in and for said State and County, hereby certify that W. D. Stapleton and O. C. Hall, whose names as president and cashier, respectively of the Baldwin County Bank, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers, executed the same voluntarily for and as the act of the said corporation, and with full authority.

Given under my hand and seal, this the 16 day of March, 1926.

(SEAL)

Charles R. Hall, Jr.  
Notary Public  
Baldwin County, Alabama.

STATE OF ALABAMA  
BALDWIN COUNTY.

I, Charles R. Hall, Jr., a Notary Public in and for said State and County, hereby certify that J. W. Randall and W. D. Stapleton, whose names as trustees are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such trustees, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 16 day of March, 1926.

(SEAL)

Charles R. Hall, Jr.  
Notary Public  
Baldwin County, Alabama.

11  
Exhibit C

State of Alabama,  
Baldwin County. )

KNOW ALL MEN BY THESE PRESENTS, that I Frank Holz, mortgagor, in consideration of the sum of Five Thousand Dollars due by promissory note of even date, executed by the mortgagor to A. N. Hayselden, mortgagee, due five months from date, with interest at the rate of six per cent per annum, payable at the Farmers and Merchants Bank of Foley, Alabama, do GRANT, BARGAIN, SELL and CONVEY unto the said A. N. Hayselden, all the following real property situated in the County of Baldwin, State of Alabama, to-wit:-

Lots 1, 2, 3, and all of Lot 4, except the North 25 feet thereof, said lots being in Lyman's Addition to Magnolia Springs, Baldwin County, Alabama, as per plat thereto recorded in the office of the Judge of Probate, Baldwin County, Alabama.

TO HAVE AND TO HOLD unto the said A. N. Hayselden, his heirs and assigns forever.

Provided always and these presents are upon the express condition that if the said mortgagor shall well and truly pay to the said mortgagee the sum of Five Thousand Dollars, with interest thereon, as evidenced by that certain promissory note of even date executed by the mortgagor to the mortgagee, due and payable at the Farmers and Merchants Bank of Foley, Alabama, with interest at the rate of six per cent, on or before four months from date thereof, then these presents shall cease, determine and be void, otherwise to remain in full force and effect.

In the event of default in the payment of the said note or interest thereon, and the said note or interest becoming due and remaining due and unpaid for a period of fifteen days, then the said mortgagee may sell the aforesaid property at public outcry during the legal hours of sale in front of the Court House door of Baldwin County, Alabama, after giving notice of the time, place and terms of sale, together with a description of the property, by publication once a week for two consecutive weeks in any newspaper published in Baldwin County, Alabama, and the proceeds to apply first to the costs of sale, including a reasonable attorney's fee; second to the debt hereby secured and any balance to be paid over to the said mortgagor. The said mortgagee may bid and purchase at any sale hereunder as though a stranger to this instrument. The said mortgagee, its agent or attorney, is authorized to conduct any sale held hereunder and to make deed to the purchaser in the name of the mortgagor as attorney-in-fact for him and any and all things lawfully done in the premises, the said mortgagor does hereby ratify and confirm.

This is a purchase money mortgage given to the grantee herein be the grantor as payment to secure the unpaid purchase money on said lands, the same having been conveyed by the grantee to the grantor.

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal, this 13th day of March, 1926.

Frank Holz

(SEAL)

STATE OF ALABAMA,  
BALDWIN COUNTY.

I, W. C. Beebe, a Notary Public in and for said State and County, hereby certify that Frank Holz, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 13th day of March, 1926.

(SEAL)

W. C. Beebe  
Notary Public, Baldwin  
County, Alabama.

I hereby certify that the Mortgage or Privilege Tax on within instrument was paid by the lender or creditor. (See general acts of the Legislature of 1919, on page 420).

A. N. Hayselden  
by J. L. Kessler

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

I, W. D. STAPLETON, Judge of Probate, for said county, hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 and 1903, viz.: \$7 cts 50.

W. D. Stapleton, Judge of Probate  
by J. L. Kessler, Clerk

Filed for record March 15th. 1926, at 5 P. M.  
Recorded March 31st. 1926.

W. D. Stapleton, Judge of Probate.

"  
*Exhibit D*  
"

STATE OF ALABAMA.  
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that I Frank Holz, mortgagor, in consideration of the sum of Seventeen Thousand Dollars, (\$17,000.00) due by promissory note of even date, payable to the Governor's Club four months from date with interest from date at the rate of six per cent per annum, payable at the Farmers and Merchants Bank of Foley, Alabama, do GRANT, BARGAIN, SELL and CONVEY unto the said Governors Club, all the following real property situated in the County of Baldwin, State of Alabama, to-wit:

Lots forty-seven, forty-eight, forty-nine, fifty, fifty-one, fifty-two and fifty-three, and the North twenty-five feet of lot four, upon which is located the water tank, used by the Governor's Club, said lots being in Lyman's Addition to Magnolia Springs, Baldwin County, Alabama, as per plat thereof, recorded in the office of the Judge of Probate, Baldwin County, Alabama, the intent being to convey, and the said grantor, does hereby convey whether the same is specifically described herein or not, those lands only those lands conveyed by Walter S. Richardson, Trustee, to the Governor's Club, the mortgagee herein, by that certain deed recorded in the office of the Judge of Probate in Deed Book 30, page 504; Also that personal property conveyed by Frank H. Brunell to Walter S. Richardson with said lands.

TO HAVE AND TO HOLD unto the said Governor's Club, and its assigns forever.

Provided always and these presents are upon the express condition that if the said mortgagor shall well and truly pay to the said mortgagee the sum of Seventeen Thousand Dollars with interest thereon as evidenced by that certain promissory note of even date, payable at the Farmers and Merchants Bank of Foley, Alabama, with interest at the rate of six per cent per annum from date, executed by the mortgagor to the mortgagee herein, due and payable on or before four months from the date hereof, then these presents shall cease, determine and be void, otherwise to remain in full force and effect.

In the event of default in the payment of the said note or interest thereon, and the said note or interest shall become due and remain due and unpaid for a period of fifteen days, then the said mortgagee may sell the aforesaid property at public outcry during the legal hours of sale in front of the Court House door of Baldwin County, Alabama, after giving notice of the time, place and terms of sale, together with a description of the property by publication once a week for two consecutive weeks in any newspaper published in Baldwin County, Alabama, and the proceeds to apply first to the costs of sale, including a reasonable attorney's fee, second, to the debt hereby secured and any balance to pay over to the said mortgagor. The said mortgagor may bid and purchase any sale hereunder as though a stranger to this instrument. The said mortgage, its agent or attorney, is authorized to conduct any sale held hereunder and to make deed to the purchaser in the name of the mortgagor as attorney-in-fact for him and any and all things lawfully done in the premises, the said mortgagor does hereby ratify and confirm.

This mortgage is made to the grantee herein to secure purchase money for this aforesaid property, said property having this day been conveyed by the grantee to the grantor and in the deed of conveyance the said grantor herein assumed and agreed to pay three certain mortgages therein recited, the amounts due under each of said mortgages being specified therein. In the event there shall be any interest or charges under the aforesaid mortgages in addition to the amount therein specified pertaining to said mortgages, then the said grantee in said deed shall be required to pay the same, then the additional amount so paid shall be deducted from the debt hereby evidenced and secured.

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal, this 13th day of March, 1926.

Frank Holz

(SEAL)

STATE OF ALABAMA,  
BALDWIN COUNTY.

I, W. C. Beebe, a Notary Public, in and for said State and County, hereby certify that Frank Holz, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 13th, day of March, 1926.

(SEAL)

W. C. Beebe  
Notary Public, Baldwin County, Ala.

I hereby certify that the Mortgage or Privilege Tax on within instrument was paid by the lender or creditor. (See general acts of the Legislature of 1919, on page 420)

Governor's Club  
by J. L. Kessler

STATE OF ALABAMA,)  
BALDWIN COUNTY. )

I, W. D. Stapleton, Judge of Probate, for said county, hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 and 1903, viz.: \$25. cts 50.

W. D. Stapleton, Judge of Probate  
by J. L. Kessler, Clerk

Filed for record March 15th. 1926, at 5 P. M.  
Recorded March 31st. 1926.

W. D. Stapleton, Judge of Probate.

# CHANCERY EXECUTION

## BILL OF COSTS

No. 1057

H. D. Stapleton

Vs.

H. H. Montgomery, Supt of Banks

Plaintiff

Defendant

FEES OF REGISTER		Dollars	Cents	Brought Forward	
Filing each bill and other papers	3	\$	10	For Receiving, keeping and paying out or distributing money, etc.; 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	
Issuing each subpoena			50	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.	
Issuing each copy thereof			40	Each notice sent by mail to creditor ..	15
Entering each return thereof			15	Filing, receipting for and docketing each claim, etc.	25
For each order of publication	1	00		For all entries on subpoena docket, etc.	50
Issuing writ of injunction	1	50		For all entries on commission docket, etc.	50
For each copy thereof			50	Making final record, per 100 words	15
Entering each return thereof			15	Certified copy of decree	1 00
Issuing Writ of Attachment	1	00		Report of divorce to State Health Office (Acts 1915)	50
Entering each return thereof			15	Total Fees of Register	20 00
Docketing each case	1	00		FEES OF SHERIFF	
Entering each appearance			25	Serving and returning subpoena on deft.	\$1 50
Issuing each decree pro confesso on per ser	1	00		Serving and returning subpoena for witness	65
Issuing each decree pro confesso on publica	1	00		Levying attachment	3 00
Each order appointing guardian	1	00		Entering and returning same	25
Any other order by Register			50	Selling property attached	
Issuing commission to take testimony			50	Impaneling Jury	75
Receiving and filing			10	Executing writ of possession	2 50
Endorsing each package			10	Collecting execution for costs	1 50
Entering order submitting cause			50	Serving and returning sci. fa., each	65
Entering any other order of court			25	Serving and returning notice	65
Noting all testimony			50	Serving and returning writ of injunction	1 50
Abstract of cause, etc.	1	00		Serving and returning writ of exeat	1 50
Entering each decree			75	Taking and approving bonds, each	75
For every 100 words over 500			15	Collecting money on execution	
Taking account, etc.	3	00		Making deed	2 50
Taking testimony, etc.			15	Serving and returning application, etc.	1 00
Each report, 500 words or less	2	50		Serving attachment, contempt of court	1 50
For every 100 words over 500			15	Total Fees of Sheriff	3 25
Amount claimed less than \$500, etc.	2	00		RECAPITULATION	
Issuing each subpoena			25	Register's Fees	19 10
Witness certificate, each			25	Sheriff's Fees	3 25
Issuing execution, each			75	Commissioner's Fees	
Entering each return			15	Solicitor's Fees	90
Taking and approving bond, each	1	00		Witness Fees	
Making copy of bill, etc.			15	Guardian Ad Litem	
Each notice not otherwise provided for			50	Printer's Fees	
Each certificate or affidavit, with seal			50	Trial Tax	3 00
Each certificate or affidavit, no seal			25	Recording Decree in Probate Court	
Hearing and passing on application, etc.	3	00		Total	26 25
Each settlement with receiver, etc.	3	00			
Examining each voucher of Receiver, etc.			10		
Examining each answer, etc.	3	00			
Recording resignation, etc.			75		
Entering each certificate to Supreme Court			50		
Taking questions and answers, etc.			25		
For all other ser relating to such proceedings	1	00			
For services in proceeding to relieve minors, etc., same fee as in similar cases.					
Commission on sales, etc.: 1st \$100, 2 per ct.; all over \$100 and not exceeding \$1,000, 1 1-2 per ct.; all over \$1,000, and not exceeding \$20,000, 1 per ct.; all over \$20,000, 1-4 of 1 per ct.					
Sub Total Carried Forward			2 50		

The State of Alabama,

No. 1057

Baldwin County.

Circuit Court, In Equity

Term, 1934

To Any Sheriff of the State of Alabama—GREETING:

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

H. D. Stapleton

Plf.

Defendant

you cause to be made the sum of

which H. H. Montgomery, Supt of Banks, Deft

recovered of Him on the 22 day of Aug 1934

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

Twenty-six and 20/100 Dollars,

costs of suit, and have the same to render to the said H. D. Stapleton

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

Interest from 11 1934 to date of collection.

Witness my hand, this 11 day of Sept 1934

M. A. Stone, Register.

No.

1057

The State of Alabama,  
Baldwin County.

Circuit Court, In Equity.

W. D. Stapleton

vs.

H. H. Montgomery

CHANCERY EXECUTION  
Fi. Fa.

\$

Total

\$

26 23

Fee Book 3 Page

Execution Docket 1 Page

Complainant's Solicitor.

The State of Alabama,  
Baldwin County.

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

Register.

Received in office this .....

day of ..... 193 ...

Sheriff

Execution Docket ..... Page .....

MOORE PRINTING CO., BAY MINETTE, ALA.

The State of Alabama, {  
Baldwin County.

By virtue of the within execution I have levied

W. D. STAPLETON,

Complainant,

IN THE CIRCUIT COURT-IN EQUITY

VS,

STATE OF ALABAMA

H. E. MONTGOMERY, Superin-

BALDWIN COUNTY,

ing the Baldwin County Bank,

Respondent.

Respondent.

Respondent.

Comes the respondent in the above styled cause, and  
concurring to the Bill of Complaint says:

FIRST: That there is no equity in the said Bill.

*W. C. Beebe*  
*J. P. Beebe*

Solicitors for Respondent.



No. 1057

The State of Alabama,  
Baldwin County.

Circuit Court, In Equity.

W. D. Stapleton

vs.

H. H. Montgomery

CHANCERY EXECUTION  
Fi. Fa.

\$

Total

\$ 26.25

Fee Book 2 Page

Execution Docket 1 Page

Complainant's Solicitor.

The State of Alabama,  
Baldwin County.

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

Register.

Received in office this .....

day of ..... 193 .....

Sheriff

Execution Docket ..... Page .....

MOORE PRINTING CO., DAY MENEYS, ALA.

The State of Alabama,  
Baldwin County.

By virtue of the within execution I have levied