

~~1067 1/2~~
1067 1/2

W. D. STAPLETON,	}	
	}	
Complainant,	}	IN THE CIRCUIT COURT-EQUITY SIDE
	}	
-vs-	}	STATE OF ALABAMA
	}	
G. A. THOMPSON,	}	BALDWIN COUNTY.
	}	
Respondent.	}	

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

Your Orator, W. D. Stapleton, humbly complaining of the Defendant, C. A. Thompson, in a matter as will hereinafter appear, shows unto your Honor as follows:-

FIRST:

That both he and the said Defendant are over the age of twenty-one years and reside in Baldwin County, Alabama.

SECOND:

Your Orator further shows unto your Honor that he is the owner of the following described real estate situated in Baldwin County, Alabama, to-wit:

All of Block Six (6), excepting Lots Seven (7) and Eight (8) in the Fidelity Land Company's replat of the Town of Stapleton, as per plat filed for record in the office of the Judge of Probate Baldwin County, Alabama, September 23, 1914, and recorded in Miscellaneous Book #1, page 324.

Also, Lot Eight (8) in Town of Stapleton in the County of Baldwin, State of Alabama, as per plat recorded in Miscellaneous Book #1, page 115, in the Probate Judge's Office, Baldwin County, Alabama.

Also, Lots Seven (7) and Ten (10), in Block Five (5), according to the Fidelity Land Company's replat of the Town of Stapleton as per plat recorded in Miscellaneous Book #1, page 324, in the Office of the Judge of Probate of Baldwin County, Alabama.

Also, Lots Seven (7) and Thirty-four (34) as per plat of the Town of Stapleton recorded in Miscellaneous Book #1, page 115, in the Office of the Judge of Probate of Baldwin County, Alabama, together with all improvements on above lots. All of said property being located in Baldwin County, Alabama.

Your Orator further shows unto your Honor that on, to-wit, the 9th day of November, 1928, he and his wife executed a Mortgage to C. A. Thompson in the sum of Twenty-seven Hundred Dollars (\$2700.00), with interest at six percent. Your Orator further shows unto your Honor that said Mortgage is past due. Your

Orator further shows unto your Honor that the aforesaid property
(page one)

(page two)

at and prior to the date that the Mortgage was executed had been subdivided into lots for separate and distinct enjoyment; that they are located in the Town of Stapleton, Alabama; that there has been two surveys made in said town involving said property; that the first survey is shown in Miscellaneous Book 1, page 115, in the Office of the Judge of Probate of Baldwin County, Alabama; that the last survey and plat of said town made by the Fidelity Land Company is recorded in Miscellaneous Book 1, page 324, of the Probate Records of Baldwin County, Alabama. Your Orator further shows unto your Honor that according to the Fidelity Land Company's re-plat of said town on Lot Ten (10) in Block Five (5) there is located a dwelling house of the value of One Thousand Dollars (\$1000.00); on Lot Nine (9) in said Block Five (5), there is located a store and filling station of the value of Fifteen Hundred Dollars (\$1500.00); on Lot One (1), Block Six (6), there is located a store building of the value of Four Hundred Dollars (\$400.00); on Lot Fourteen (14) in Block Six (6) there is located a dwelling of the value of One Thousand Dollars (\$1000.00); that there is a street between the store and filling station and the dwelling house located on Lot 14, as well as between the warehouse that will be hereinafter mentioned and the store house on Lot 1 in Block 6; that there is a street or alley between the dwelling house and store and filling station on Lots 9 and 10 in Block 5 and the warehouse as will hereinafter be mentioned, and that this same alley runs in between Lots 1 and 14, Block 6, as well as all of the other lots involved in this suit. That on Lot Seven (7) in the Town of Stapleton, as per Plat recorded in Miscellaneous Book 1, page 115, which was the original survey of said town, which is included in said Mortgage, there is located a warehouse of the value of Five Hundred Dollars (\$500.00). Your Orator further shows unto your Honor that all of the balance of said lots have been laid out for separate and distinct enjoyment.

THIRD:

Your Orator further shows unto your Honor that on, to-wit, the 2nd day of September, 1932, the said C. A. Thompson at-

(page two)

(page three)

tempted to foreclose the aforesaid Mortgage, a copy of which is hereto attached, marked Exhibit "A" and made a part of this Bill of Complaint; that in the attempted foreclosure of said Mortgage the said C. A. Thompson, disregarding of the rights of your Orator, attempted to sell said property en masse, even though the same were in lots to be used for separate and distinct use; that on the lots with the buildings heretofore mentioned and occupied by different tenants, and in the attempted sale of said property in the manner and form in which the same was offered, that is, en masse, said property did not bring its reasonable value; that the amount claimed to have been bid by the said C. A. Thompson, as shown by purported Mortgage Foreclosure Deed, a copy of which is hereto attached, marked Exhibit "B" and made a part of this Bill of Complaint, to have been only in the sum of Fourteen Hundred Ninety-seven & 60/100 Dollars (\$1497.60); said purported Mortgage Foreclosure Deed being recorded in Volume 52 of Deeds, pages 457-8, of the Probate Records of Baldwin County, Alabama. That the property attempted to be sold was reasonably worth the sum of Five Thousand Dollars (\$5000.00).

PRAYER FOR PROCESS.

To the end that equity may be had in the premises, your Orator prays that the usual writ of process will issue to the said C. A. Thompson, making him party defendant to this Bill of Complaint, and requiring him to plead, answer or demur to the same within the time as required by law.

PRAYER FOR RELIEF.

The premises considered, your Orator prays that upon a final hearing of this cause that your Honor will hold said attempted foreclosure as being null and void; that your Honor will set aside said Foreclosure Deed and hold the same for naught; that your Honor will order a reference to ascertain the balance due on said Mortgage and permit your Orator to redeem the same under his equity of redemption. Your Orator prays for such other and further relief as in equity may seem just and meet, and he will ever pray.

(page three)

C. A. Thompson
By Carl Henry Thompson
Atty for Plaintiff

(page four)

FOOT NOTE:-

Defendant is required to answer Paragraphs "First" to "Third", inclusive, of the foregoing Bill of Complaint, but answer under oath is hereby expressly waived.

John Hart, Wendt & Thosson
Solicitors for Complaint

EXHIBIT "A".

STATE OF ALABAMA :
:
BALDWIN COUNTY. :

KNOW ALL MEN BY THESE PRESENTS, That W. D. Stapleton and Leila Stapleton, his wife, hereafter called Mortgagors, in consideration of the sum of Twenty-seven Hundred (\$2700.00) Dollars, to them in hand paid by C. A. Thompson, hereinafter called Mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said Mortgagee, his heirs and assigns forever, all of the following described property, to-wit:

All of Block Six (6), excepting Lots Seven (7) and Eight (8) in the Fidelity Land Company's re-plat of the Town of Stapleton, as per plat filed for record in the office of the Judge of Probate Baldwin County, Alabama, September 23, 1914, and recorded in Miscellaneous Book # 1, Page 324.

Also, Lot Eight (8) in Town of Stapleton in the County of Baldwin, State of Alabama, as per plat recorded in Miscellaneous Book #1, Page 115, in the Probate Judge's Office Baldwin County, Alabama.

Also, Lots Seven (7) and Ten (10), in Block Five (5), according to the Fidelity Land Company's re-plat of the Town of Stapleton as per plat recorded in Miscellaneous Book # 1, Page 342, in the Office of the Judge of Probate of Baldwin County, Alabama.

Also, Lots Seven (7) and Thirty-four (34) as per plat of the Town of Stapleton recorded in Miscellaneous Book # 1, Page 115, in the Office of the Judge of Probate of Baldwin County, Alabama, together with all improvements on above lots. All of said property being located in Baldwin County, Alabama.

Together with all and singular the tenements, rights, privileges and appurtenances to said described premises in any wise belonging. To have and to hold the same forever, provided always and these presents are upon the express condition that the said Mortgagors shall well and truly pay to the Mortgagee the sum of Twenty-seven Hundred (\$2700.00) Dollars as evidenced by four (4) notes of even date herewith, together with interest thereon from date at 6%, payable to the terms and tenor of said notes and shall also discharge all the duties imposed upon said Mortgagee by this mortgage, then these presents shall become void, otherwise, to remain in full force.

In event of default in the payment at maturity of said mortgage

debt, or any amount secured hereby, Mortgagee is hereby authorized to sell said property at auction, for cash, after giving notice by advertisement once a week for three consecutive weeks, in a newspaper then published in Baldwin County, Alabama, to make proper conveyance to purchaser, and the proceeds of sale to apply, first, to the payment of the cost of sale, including a reasonable attorneys fee; second, to the payment of said mortgage debt, and any sums herein provided for, the balance if any, to be paid over to the said Mortgagor. Mortgagee may purchase said property at such sale and, in that event the auctioneer conducting the sale is authorized in the name of the Mortgagor, and as his attorney in fact, to make deed to the Mortgagee. Mortgagor agrees to pay such reasonable attorneys fees as may be incurred by the Mortgagee, in the collection of said mortgage debt, or otherwise by reason of any default on the part of the Mortgagor covenants that he is seized in fee simple of said property, that it is free from all encumbrances, that he will warrant the same to the Mortgagee and to the purchaser thereof, against all lawful claims of all persons.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals this 9th day of November, 1928.

(Signed) W. D. Stapleton (SEAL)

Leila Stapleton (SEAL)

STATE OF ALABAMA

BALDWIN COUNTY.

I, W. C. Beebe, a Notary Public in and for said county in said state, hereby certify that W. D. Stapleton and Leila Stapleton, 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day November, 1928.

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

STATE OF ALABAMA
BALDWIN COUNTY.

I, W. C. Beebe, a Notary Public in and for said county in said state, do hereby certify that on the 10 day November, 1928, came before me the within named Leila Stapleton, known to me to be the wife of the within named W. D. Stapleton 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.

Given under my hand and official seal this 10 day November, 1928.

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

I hereby certify that the mortgage or privilege tax on the within instrument was paid by the lender or creditor, C. L. Thompson.

By J. L. Kessler.

STATE OF ALABAMA
BALDWIN COUNTY PROBATE COURT.

Filed in the office this 28 day November, 1928 -- 1:40 P. M. and duly recorded in Mortgage Book # 43, Pages 348-49; and I certify that \$4 cts 05 license or privilege tax was paid as required by the act of the legislature, approved August 22, 1923.

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

G. W. Humphries, Judge of Probate.

EXHIBIT "B".

MORTGAGE FORECLOSURE DEED.

STATE OF ALABAMA
BALDWIN COUNTY.

THIS INDENTURE, made and entered into this Second day September, 1932, by and between W. D. Stapleton and Leila Stapleton, his wife, as Mortgagors, by J. B. Blackburn as the auctioneer conducting the sale, and as the Attorney-in-Fact, of and for the said W. D. Stapleton and Leila Stapleton, his wife, hereinafter referred to as parties of the first part, and C. A. Thompson hereinafter referred to as the party of the second part. WITNESSETH;

THAT WHEREAS: The said W. D. Stapleton and Leila Stapleton, his wife, as Mortgagors, did on the 9th day November, 1928, make, execute and deliver to C. A. Thompson as Mortgagee, that certain mortgage deed, dated the 9th day November, 1928, and recorded in Book No. 43 of Mortgages at pages 348-49, in the probate records of Baldwin County, Alabama, and which conveys the property hereinafter described: and

WHEREAS, it provided for, by, in and as a part of the said mortgage that in the event in default of the payment at maturity of said mortgage debt or any amount secured thereby, the mortgagee, C. A. Thompson, was and is hereby authorized to sell the said property hereinafter described, at auction sale for cash, after giving notice thereof by publication once a week for three consecutive weeks in some newspaper published in Baldwin County, Alabama, to make proper conveyance to the purchaser, and further, that the Mortgagee named therein may purchase said property hereinafter described, at such sale, and in that event the auctioneer conducting the sale is authorized in the name of the Mortgagors and as their Attorney-in-Fact, to make deed to the Mortgagee: and,

WHEREAS, default was made in the payment at maturity of part of the indebtedness secured by the said mortgage and the said default continuing, the said Mortgagee, proceeded to sell and did sell the said property at auction for cash at the front door of the Court House in Bay Minette, Baldwin County, Alabama, the county where the land is situated, at 12 O'clock noon on the 2 day September, 1932, after having given notice that the said sale was to be held at 12 O'clock noon, at the front door of the Court House in Bay Minette, Baldwin County, Alabama, on August 19, 1932, by giving notice by publication once a week for three consecutive weeks in the Baldwin Times, a newspaper published in Baldwin County, Alabama, the said notice appearing in the issues of said paper published on July 28, 1932; August 4, 1932, August 11, 1932; that at 12 O'clock noon on August 19, 1932, J. B. Blackburn, the attorney for the Mortgagee announced at the front door of the Court House in Bay Minette, Baldwin County, Alabama, that the said sale had been postponed and that it would be held on Friday, September 2, 1932; that on August 25, 1932, the said Mortgagee caused the original notice of the said sale to be published in the issue of the Baldwin Times of said date, with the addition to the said notice which stated that the said sale had been postponed and would be held at the hour and place above advertised on September 2, 1932; and,

WHEREAS, at the said sale so held C. A. Thompson the Mortgagee, became a purchaser of the said property at and for the sum of One Thousand, Four Hundred and Ninety-seven & 60/100 Dollars (\$1497.60) cash, and that being the highest, best and last bid for same; and,

WHEREAS; J. B. Blackburn, the agent and attorney of the said Mortgage was the auctioneer to conduct the said sale and the said sale was by him conducted as such auctioneer, he being duly authorized in the premis by C. A. Thompson, the Mortgagee; and

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

NOW THEREFORE: In consideration of the premissis and the sum of One Thousand, Four Hundred Ninety-seven & 60/100 Dollars (\$1497.60) 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 has and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part the following described property situated in Baldwin County, Alabama, to-wit:

All of Block 6 except Lots 7 and 8 in the Fidelity Land Company's re-plat of the Town of Stapleton, as per plat filed for record in the office of the Judge of Probate, Baldwin County, Alabama, September 23, 1914, and recorded in Misc. Book No. 1 page 342. Also Lot numbered 8 in the Town of Stapleton, County of Baldwin, State of Alabama, as per plat in Misc. Book No. 1 page 115 in the Probate Judge's Office, Baldwin County, Alabama. Also Lots 7 and 10 in Block 5 according to the Fidelity Land Company's re-plat of the Town of Stapleton, as per plat recorded in Misc. Book 1 page 342 in the office of the Judge of Probate, Baldwin County, Alabama. Also Lots 7 and 34 as per plat of the said Town of Stapleton recorded in Misc. Book No. 1 page 115 in the Office of the Judge of Probate Baldwin County, Alabama, together with all improvements on all of the above lots.

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

IN WITNESS WHEREOF: The said W. D. Stapleton and Leila Stapleton, his wife, as Mortgagors, caused that presents to be executed by J. B. Blackburn, as the auctioneer conducting the sale, as their attorney-in-fact on this the day and year first above written.

W. D. Stapleton (SEAL)
As Mortgagor

J. B. Blackburn (SEAL)
As Auctioneer conducting
the sale and as his
Attorney-in-Fact.

WITNESSES:

Leila Stapleton (SEAL)
as Mortgagor

Joseph C. Hand

J. B. Blackburn (SEAL)
As Auctioneer conducting
the sale and as her
Attorney-in-Fact

E. C. Hand

STATE OF ALABAMA
BALDWIN COUNTY.

I G Mac Humphries a Notary Public, within and for the said county in said state hereby certify that J. B. Blackburn, whose name as auctioneer conducting the sale and as the Attorney-in-Fact for W. D. Stapleton and Leila Stapleton, his wife, is signed to the foregoing conveyance, and who is known, to me, acknowledged before me on this day that being informed of the contents, he in his capacity as such auctioneer conducting the sale and as the Attorney-in-Fact for the said W. D. Stapleton and Leila Stapleton, his wife, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on the 3 day of September, 1932.

SEAL

G. Mac Humphries,
Notary Public, Baldwin County, Ala.

THE STATE OF ALABAMA)
BALDWIN COUNTY) PROBATE COURT.

Filed in the office this 3 day September, 1932, 10:00 A. M.
and duly recorded in Deed Book No. 52 N. S. Pages 457-8. G. W. Humphries,
Judge of Probate by J. L. Kessler, Clerk.

G. W. Humphries, Judge of Probate.

W. D. STAPLETON,

Complainant

-VS-

C. A. THOMPSON, AND THE
SHERILL OIL COMPANY, a
Corporation.

Respondents.

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

LIS PENDENS NOTICE:

Notice is hereby given that a bill of Complaint has been filed in the Circuit Court of Baldwin County, Alabama, in equity, wherein W. D. Stapleton is the Complainant, and C. A. Thompson and The Sherill Oil Company, a Corporation, are defendants. The purpose of said bill of complaint is to set aside an attempted foreclosure of that certain mortgage executed by W. D. Stapleton and Leila Stapleton, his wife, to C. A. Thompson, executed on the 9th day of November, 1928, and recorded in Mortgage Book 43 page 348 and 349 Probate Office, Baldwin County, Alabama, on the following described real estate, to-wit:-

All of Block Six (6), excepting Lots Seven and Eight in the Fidelity Land Company's replat of the Town of Stapleton, as per plat filed for record in the office of the Judge of Probate Baldwin County, Alabama, September 23, 1914, and recorded in Miscellaneous Book #1, page 342.

Also Lot Eight in Town of Stapleton in the County of Baldwin, State of Alabama, as per plat recorded in Miscellaneous Book #1, page 115, in the Probate Judge's Office, Baldwin County, Alabama.

Also Lots Seven and Ten, in Block Five, according to the Fidelity Land Company's replat of the Town of Stapleton as per plat recorded in Miscellaneous Book #1, page 342, in the Office of the Judge of Probate of Baldwin County, Alabama.

Also, Lots Seven and Thirty-four as per plat of the town of Stapleton recorded in

Miscellaneous Book #1, page 115, in the Office of the Judge of Probate of Baldwin County, Alabama, together with all improvements on above lots. All of said property being located in Baldwin County, Alabama.

Also, to set aside and hold for naught a mortgage foreclosure deed executed by J. B. Blackburn, as Auctioneer, and Attorney in fact, to C. A. Thompson, on the 2nd day of September, 1932, wherein said deed purports to convey the aforesaid property to C. A. Thompson. Also to set aside and hold for naught that certain warranty deed executed by C. A. Thompson to The Sherill Oil Company, wherein the said C. A. Thompson attempts to convey the aforesaid lands to the said Sherill Oil Company. Said last mentioned deed is recorded in Volume 54 of Deeds, page 193-4, Probate Office Baldwin County, Alabama.

Huyast, Heard & Pasow
Attorney for Complainant.

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 C.A. Thompson,

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 W.D. Stapleton

against said

C.A. Thompson

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 23rd day of Sept 1952

T. W. Richerson Register

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

2 Original
RECORDED

SERVE ON.....

Circuit Court of Baldwin County
In Equity.

No.

SUMMONS

W.D. Stapleton

vs.

C.A. Thompson

Hybart, Heard & Chason,

Solicitor for Complainant

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this 23rd

day of Sept 1937

W.R. Stewart

Sheriff.

Executed this 23rd day of

Sept 1937

by leaving a copy of the within Summons with

the within named

C.A. Thompson

Defendant,

W.R. Stewart

Sheriff.

By C.M. Armstrong

Deputy Sheriff.

W. D. STAPLETON,

Complainant,

VS.

C. A. THOMPSON and
SHERRILL OIL COMPANY, a
Corporation,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 1067 $\frac{1}{2}$.

ANSWER OF C. A. THOMPSON.

Now comes C. A. Thompson, one of the Respondents in the above entitled cause, and for answer to the Bill of Complaint in this cause as last amended, and to each and every count thereof, separately and severally says:

1. This Respondent admits the allegations of paragraph numbered "FIRST" of the Bill of Complaint as last amended.

2. This Respondent denies that the Complainant is the owner of the property described in paragraph "SECOND" of the Bill of Complaint as last amended but admits that the Complainant executed the mortgage to this Respondent which is described in paragraph "SECOND" of the Bill of Complaint as last amended, which said mortgage was past due when this suit was filed. This Respondent denies each and all other allegations of paragraph numbered "SECOND" of the Bill of Complaint as last amended, and expressly and emphatically denies that the property described in said paragraph numbered "SECOND" is worth the amounts alleged therein.

3. This Respondent admits that on or about September 2, 1932, he foreclosed the mortgage from W. D. Stapleton and wife to him which is dated November 9, 1928, and recorded in Book Number 43 of Mortgages at pages 348-49, Baldwin County Records, a copy of which is attached to the Amended Bill of Complaint as Exhibit "A", and that he became the purchaser of the property described therein at the foreclosure sale for \$1497.60, which was the full amount

then due on the said mortgage, together with expenses of foreclosure, the conveyance to him being by foreclosure deed dated September 2, 1932, and recorded in Deed Book 52 N. S. at pages 457-58, Baldwin County Records, a copy of which is attached to the Amended Bill of Complaint as Exhibit "B". This Respondent denies that the property conveyed to him by the said foreclosure deed is reasonably worth the sum of \$5,000.00, and that it was reasonably worth \$5,000.00 at the time the said foreclosure sale was held.


4. This Respondent admits that after the commencement of this suit and on or about June 20, 1933, he sold the property in question to the Sherrill Oil Company, a Corporation, which held a second mortgage on a part of the property, for \$1300.00, and conveyed the said property described in paragraph "SECOND" of the Amended Bill of Complaint to it, which conveyance was made by deed dated June 20th, 1933, and recorded in Deed Book 54 N. S. at pages 193-4, Baldwin County Records, a copy of which is attached to the Amended Bill of Complaint as Exhibit "X".

5. For further answer to the Amended Bill of Complaint in this cause this Respondent alleges that when the indebtedness secured by the mortgage from W. D. Stapleton to him had been past due for sometime he foreclosed the said mortgage in strict accordance with the terms and provisions thereof after having given notice of the foreclosure sale to be held thereunder, in the form and manner prescribed therein, that when the foreclosure sale was held at the time and place advertised there were only two persons present, who were this Respondent and his attorney, J. B. Blackburn, who acted as auctioneer and who conducted the mortgage foreclosure sale. This foreclosure sale was held and conducted in accordance with the terms and provisions of the said mortgage and the laws of the State of Alabama, and when the property was offered for sale and when there were no bids for all or any part of the said property by any other person or persons, this Respondent bid the full amount due thereon, together with expenses of foreclosure, which made up

the total sum of \$1497.60, for all of the said property, which was \$197.60 more than the amount for which he sold it to the Respondent, the said Sherrill Oil Company, a Corporation.

This Respondent denies that the Complainant has offered to do equity in this cause and denies that he has at any time tendered Respondent the amount due on the said mortgage, or offered to redeem the said property or any part thereof. This Respondent further denies that the Complainant was substantially injured by the method of conducting the said mortgage foreclosure sale.

6. This Respondent denies each and all other allegations of the Amended Bill of Complaint which are not herein specifically answered and now having fully answered, asks that he be discharged and allowed his costs in this behalf expended.


Solicitor for Respondent, C. A.
Thompson.

W. D. STAPLETON,

Complainant,

VS.

C. A. THOMPSON and
SHERRILL OIL COMPANY, a
Corporation,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 1067½.

ANSWER OF SHERRILL OIL COMPANY.

Now comes the Sherrill Oil Company, a Corporation, one of the Respondents in the above entitled cause, and for answer to the Bill of Complaint in said cause as last amended, and to each and every count thereof separately and severally says:

1. This Respondent admits the allegations contained in paragraph numbered "FIRST" of the Amended Bill of Complaint.
2. This Respondent denies that the Complainant, W. D. Stapleton was the owner of the property described in paragraph numbered "SECOND" of the Amended Bill of Complaint at the time this suit was commenced, but admits that the Complainant did on or about November 9th, 1928, make and execute the mortgage described therein to C. A. Thompson, a copy of which is attached to the Bill of Complaint as last amended as Exhibit "A" and that the said mortgage indebtedness was past due when this suit was commenced. This Respondent denies each and all other allegations of said paragraph numbered "SECOND" of the Bill of Complaint as last amended and expressly denies that the property described therein is worth the amounts alleged therein.
3. This Respondent admits the other Respondent, C. A. Thompson, foreclosed the mortgage, a copy of which is attached to the Bill of Complaint in this cause as last amended as Exhibit "A" and became the purchaser of the property at the foreclosure sale, but denies each and all other allegations of paragraph numbered "THIRD" of the Bill of Complaint as last amended.

4. This Respondent admits that it purchased the property described in the Bill of Complaint as last amended from the other said Respondent, C. A. Thompson, on or about June 20, 1933, and that the conveyance to it was made by Warranty Deed from C. A. Thompson and wife dated June 20, 1933, a copy of which is attached to the Amended Bill of Complaint in this cause as Exhibit "X", but denies that it had any notice of the claim of W. D. Stapleton as alleged in the said Bill of Complaint, and denies each and all other allegations of paragraph numbered "FOURTH" of the Bill of Complaint as last amended.

5. For further answer to the Amended Bill of Complaint in this cause this Respondent alleges that it is the rightful owner of all of the property described in the said Bill of Complaint as last amended under and by virtue of the deed from C. A. Thompson hereinabove referred to as Exhibit "X" and by virtue of a mortgage deed from W. D. Stapleton and wife which conveyed Lots 7 and 10 in Block 5 according to the Fidelity Land Company's replat of Stapleton, Alabama, filed in Miscellaneous Record Number 1, page 342, and Lots 7 and 34 as per plat of said town of Stapleton recorded in Miscellaneous Book 1, page 115, Baldwin County Records, which said mortgage is dated April 21, 1930, and recorded in Book Number 48 of Mortgages at pages 293-4, Baldwin County Records, a true copy of which is hereto attached marked Exhibit "A" and made a part hereof as though fully incorporated herein; that the indebtedness secured by this mortgage was not paid when it became due, and while the said default thereunder continued, this Respondent, as the said Mortgagee, proceeded to and did foreclose the said mortgage and became the purchaser of the said property at the foreclosure sale, conveyance to it being made by foreclosure deed dated August 12, 1933, and recorded in Deed Book Number 54 N. S. at pages 245-6, Baldwin County Records, a true copy of which is hereto attached, marked Exhibit "B" and made a part hereof as though fully incorpor-

ated herein, and the time for redemption of the said property under this said mortgage foreclosure has long since expired.

6. This Respondent denies each and all other allegations of the Amended Bill of Complaint which are not herein specifically answered and now having fully answered, asks that it be discharged and allowed its reasonable costs in this behalf expended.

J. T. Blackburn

Solicitor for Respondent, Sherrill
Oil Company.

EXHIBIT "A"

MORTGAGE DEED WITH POWER OF SALE.

THE STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That W. D. Stapleton and Leila Stapleton, party of the first part, in consideration of the sum of TWELVE HUNDRED AND NO/100 (\$1200.00) Dollars, to him in hand paid by Sherrill Oil Company, a Corporation, party of the second part, the receipt whereof is hereby acknowledged, does grant bargain, sell and convey unto Sherrill Oil Company, its successors and assigns, forever, ALL

of Lots Seven and Ten in Block Five according to the Fidelity Land Company's replat of the Town of Stapleton, filed in Mcl. record No. 1, page 342.

Also Lots Seven and Thirty-four as per plat of said town of Stapleton recorded in Mcl. Book One page 115 of Baldwin County Records.

TO HAVE AND TO HOLD the above granted and described premises with the appurtenances unto the said SHERRILL OIL COMPANY and to its successors and assigns, and its sole and proper use, benefit and behoof forever.

And the party of the first part hereby warrants the title to said property, and will defend same against the lawful claims of all persons, and further distinctly represent and agree that the true cash value of the said property embraced herein is Twelve Hundred (\$1200.00) Dollars, and that it is clear of all prior encumbrances, and the loan or indebtedness hereby secured and owing is procured and made upon the belief of the truth in such representation; and it is further distinctly understood and agreed that this mortgage is also given to secure any and all other indebtedness of every nature of the party of the first part to the party of the second part from date until full payment hereof, and it is further understood and agreed that if any of the statements or representations herein made be untrue or should the maker hereof fail to comply with any of the obligations herein, then the debt secured by this mortgage shall, at the option of the holder, become immediately due and payable and this mortgage subject to immediate foreclosure to collect same.

Provided, however, that if the said party of the first part, his heirs, executors or administrators, shall well and truly pay unto the party of the second part, its successors or assigns, the said sum of money mentioned in the said promissory note, and the interest and recording fee for this mortgage, together with all costs, charges and expenses, including attorney's fees as provided, if collected by an attorney after maturity and also all other indebtedness of every nature which the maker may be owing to the holder hereof as hereinbefore mentioned, and shall also pay all taxes that may accrue upon said property, then in such event this mortgage and conveyance shall become null and void, otherwise to remain in full force and virtue.

It is further agreed between the parties hereto that failure to pay any one or part of any one of the notes herein secured when same matures, shall cause all the notes and debts hereby secured to become immediately due and payable, and this mortgage subject to immediate foreclosure to collect same.

And the said W. D. Stapleton does hereby vest the said SHERRILL OIL COMPANY or its successors and assigns, with full power and authority upon the happening of the default in the payment of any note above described, or any part thereof, to sell his interest in said above described property at public sale for cash giving one weeks notice in the newspaper published at Baldwin County, Ala., and the proceeds to apply, first, to the payment of the amount due on said note with interest on same; second, to the payment of the costs of sale, including a reasonable attorney's fee, and if there should be a surplus, then the balance to be paid over to W. D. Stapleton and do authorize the said Sherrill Oil Company, its Agent or Attorney to conduct the sale, and to make Deed to the purchaser, and the title so made we hereby agree to defend against all persons. It is agreed that the Mortgagee herein may bid at said sale, as if it were a stranger to this instrument.

GIVEN under hand and seal this 21st day of April, in the year of our Lord, One Thousand Nine Hundred and Thirty.

Signed, sealed and delivered in the presence of: W. D. STAPLETON, (SEAL)

LEILA STAPLETON, (SEAL)

Winnie G. Scarborough
L. D. Whatley

THE STATE OF ALABAMA }
BALDWIN COUNTY }

I, Winnie G. Scarborough, a Notary Public, in and for said County in said State, hereby certify that W. D. Stapleton & Leila Stapleton, whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of April A. D. 1930.

Winnie G. Scarborough,
Baldwin County, Ala.

(SEAL)

THE STATE OF ALABAMA }
BALDWIN COUNTY }

I, Winnie G. Scarborough, a Notary Public in and for said County in said State, do hereby certify that on the 24th day of April, 1930, came before me the within named Leila Stapleton, known to me to be the wife of the within named as his being examined separate and apart from her 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 her husband.

IN WITNESS WHEREOF I hereunto set my hand and official seal this 24 day of April, 1930.

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

(Seal)

THE STATE OF ALABAMA

BALDWIN COUNTY

PROBATE COURT.

Filed in office this 2 day of May, 1930--3:00 P. M. and duly recorded in Mtg. Book No. 48 Pages 293-4; and I certify that \$ 1 cts 80 license or privilege tax paid as required by an act of the Legislature approved August 22, 1923.

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

G. W. Humphries, Judge of Probate.

EXHIBIT "B"

THE STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That whereas, W. D. Stapleton and wife, Leila Stapleton, did, on April 21, 1930, execute and deliver to Sherrill Oil Company, a Corporation, a mortgage embracing the property hereinafter described, which said mortgage was recorded on May 2, 1930 in Mortgage Book 48 pages 293-4 in the office of the Judge of Probate of said County; and whereas, in and by the terms and conditions of the said mortgage it was provided that if the said W. D. Stapleton did make default in the payment of the indebtedness secured thereby, then the mortgagee might sell said property at public sale for cash, after giving one week's notice in a newspaper published in Baldwin County, Alabama and make titles to the purchaser; and whereas, the Mortgagors did make default in the payment of the indebtedness secured by said mortgage and said default continuing, the Sherrill Oil Company, as Mortgagee, foreclosed said mortgage under the power of sale therein given, by selling said property at public sale to the highest bidder, for cash, before the Court House door of said County, after having given notice of the time, place and purpose of the sale by publishing in the Baldwin Times, a newspaper of general circulation published at Bay Minette, in said county, in its issue of July 20, 1933, said sale having been made at 2:00 o'clock P. M., on August 2, 1933, as set forth in said published notice, at which sale the said Sherrill Oil Company itself became the purchaser, at and for the total sum of Eleven Hundred Dollars (~~\$1100.00~~), it being the highest, best and last bid for said property;

NOW THEREFORE, in consideration of the said sum of Eleven Hundred Dollars (~~\$1100.00~~) bid at said sale and credited by the said Sherrill Oil Company on the indebtedness secured by said mortgage, the said Sherrill Oil Company does, by virtue of the power contained in said mortgage and acting through Leon G. Brooks, its attorney, who conducted said sale, hereby grant, bargain, sell and convey unto itself all of the right, title and interest of the said W. D. Stapleton and wife, Leila Stapleton, in and to the following described real estate, situated in Baldwin County, Alabama:

All of Lots Seven (7) and Ten (10) in Block Five (5) according to the Fidelity Land Company's replat of the Town of Stapleton, filed in Miscellaneous Record No. One (1), page 342. Also, Lots Seven (7) and Thirty-four (34) as per plat of said Town of Stapleton recorded in Miscellaneous Book 1 page 115 of the Baldwin County Records.

It is further recited that the lots described in said mortgage were sold separately at said sale; that the Sherrill Oil Company became the purchaser of each and all of said lots for the following separate considerations,--that is to say: Lot Seven (7) in Block Five (5), according to Fidelity Land Company's replat of the Town of Stapleton filed in Miscellaneous Record 1 page 342 was purchased for One Hundred Dollars (\$100.00); Lot Ten (10) in said Block Five (5) was purchased for Two Hundred Fifty (\$250.00) Dollars; Lot Seven (7) as per plat of said Town of Stapleton recorded in Book 1, page 115, was purchased for Two Hundred Fifty (\$250.00) Dollars; and Lot Thirty-four (34) as per said last mentioned plat was purchased for Five Hundred (\$500.00) Dollars.

TO HAVE AND TO HOLD the same unto the said Sherrill Oil Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Sherrill Oil Company has caused this instrument to be executed in its name and as its act and deed by J. H. Sherrill, its President, and to be attested by A. C. Johnson, its Secretary, and its corporate seal to be hereto affixed, on the day of the acknowledgment of said officers of the execution thereof; and the said Leon G. Brooks, as attorney for the said Sherrill Oil Company, who conducted said sale, has also hereto set his hand and seal on the day of his acknowledgment of the execution hereof.

CORPORATE SEAL.

\$1.50 U.S.I.R. Stamp attached.

Cancelled.

SHERRILL OIL COMPANY, a Corporation,
By J. H. Sherrill,
Its President.

ATTEST: A. C. Johnson,
Its Secretary.

Leon G. Brooks (SEAL)
Attorney for Sherrill Oil Company, a
Corporation, in conducting said foreclos-
ure sale.

THE STATE OF FLORIDA

ESCAMBIA COUNTY

I, Mary A. Tryon, a Notary Public in and for said State and County hereby certify that J. H. Sherrill and A. C. Johnson, whose names as President and Secretary, respectively, of Sherrill Oil Company, a Corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they as such officers and with full authority, executed the same voluntarily, for and as the act of the said corporation.

Given under my hand this 12th day of August, 1933.

Mary A. Tryon,
Notary Public,
State of Florida at Large.
My Commission expires Apr. 10, 1936.

(SEAL)

THE STATE OF ALABAMA

ESCAMBIA COUNTY

I, Nellie Mae Hawkins, a Notary Public in and for said State and County hereby certify that Leon G. Brooks, whose name is signed to the foregoing conveyance as Attorney for Sherrill Oil Company, a Corporation, 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, for and as the act of said corporation.

Given under my hand this 25th day of August, 1933.

Seal.

Nellie Mae Hawkins, Notary Public

THE STATE OF ALABAMA

BALDWIN COUNTY

PROBATE COURT.

Filed in office this 18 day of Sept. 1933 8:00 A.M. and duly recorded in Deed Book No. 54 N. S. Pages 245-6.

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

G. W. Humphries, Judge of Probate.

W. D. STAPLETON,
Complainant,
VS.
C. A. THOMPSON AND THE
SHERRILL OIL COMPANY, a
Corporation,
Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 1067½.

DEMURRERS.

After leave of the Court having been first had and obtained, now comes C. A. Thompson for himself, and the Sherrill Oil Company for itself, separately and severally, and for demurrer to the Bill of Complaint in this cause as last amended, and to each and every count thereof separately and severally, assign as grounds therefor the following:

1. There is no equity in the bill.
2. It does not allege any fraud on the part of the Mortgagee or his agent in conducting the mortgage foreclosure sale.
3. It does not allege any unfair dealing on the part of the Mortgagee or his agent in conducting the mortgage foreclosure sale.
4. It does not allege any misconduct on the part of the Mortgagee or his agent in conducting the mortgage foreclosure sale.
5. No facts are alleged which show any abuse of discretion on the part of the Mortgagee in conducting the mortgage foreclosure sale.
6. It does not allege that the method of conducting the sale was the reason why the mortgaged property did not bring a larger price at the foreclosure sale.
7. No facts are alleged which show that the mortgaged property would have brought a larger price if it had been sold in parcels.
8. The facts alleged in the bill are not sufficient to show that the Mortgagee abused the power of sale given to

him in the mortgage described in the Bill of Complaint.

9. No facts are alleged which show that the Com-

plainant would have been benefited by a sale of the property in

parcels.

10. It does not allege that the Mortgagee did

not first offer the property described in the said mortgage for

sale in parcels.

11. For ought that appears in the Bill of Com-

plaint the property described in the mortgage may have been of-

fered for sale in parcels before being sold in bulk.

12. No facts are alleged to entitle the Complain-

ant the relief prayed for except that the property was not sold

in parcels and that the price for which it sold which is not al-

leged to be less than the total amount due on the mortgage, was

disproportionate to its value.

13. The allegations that the property was not

sold in parcels and that the price for which it sold was dispro-

portionate to its value are not sufficient to entitle the Com-

plainant to the relief prayed for.

14. It does not allege that the Respondent Mort-

gagee did not sell the property in accordance with the power of

sale contained in the mortgage.

15. No facts are alleged showing any duty or ob-

ligation on the part of the Mortgagee to sell the property in par-

cells.

16. No facts are alleged which show anything re-

quiring the Mortgagee to sell the property in parcels or offer it

for sale in this manner.

17. It is not alleged that the price for which the

property sold at the foreclosure sale was less than the total

amount due on the mortgage.

18. It does not allege that there was any bidder

at the sale who would have bid on any part of the property.

19. It does not allege that there was any bidder at the sale who would have bid on any part of the property if it had been offered for sale in separate parcels.

J. B. Blackburn

Solicitor for C. A. Thompson and
Sherrill Oil Company.

W. D. STAPLETON,
Complainant,
VS.
C. A. THOMPSON AND THE
SHERRILL OIL COMPANY, a
Corporation,
Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 1067½.

DEMURRERS.

Now come the Respondents in the above entitled cause and for demurrer to the Bill of Complaint in said cause as last amended, file the following separate and several demurrers:

1. There is no equity in the bill.
2. It does not allege any fraud on the part of the Mortgagee or his agent in conducting the mortgage foreclosure sale.
3. It does not allege any unfair dealing on the part of the Mortgagee or his agent in conducting the mortgage foreclosure sale.
4. It does not allege any misconduct on the part of the Mortgagee or his agent in conducting the mortgage foreclosure sale.
5. No facts are alleged which show any abuse of discretion on the part of the Mortgagee in conducting the mortgage foreclosure sale.
6. It does not allege that the method of conducting the sale was the reason why the mortgaged property did not bring a larger price at the foreclosure sale.
7. No facts are alleged which show that the mortgaged property would have brought a larger price if it had been sold in parcels.
8. The facts alleged in the bill are not sufficient to show that the Mortgagee abused the power of sale given to him in the mortgage described in the Bill of Complaint.
9. No facts are alleged which show that the Com-

plainant would have been benefitted by a sale of the property in parcels.

10. It does not allege that the Mortgagee did not first offer the property described in the said mortgage for sale in parcels.

11. For ought that appears in the Bill of Complaint the property described in the mortgage may have been offered for sale in parcels before being sold in bulk.

12. No facts are alleged to entitle the Complainant to the relief prayed for except that the property was not sold in parcels and that the price for which it sold which is not alleged to be less than the total amount due on the mortgage, was disproportionate to its value.


13. The allegations that the property was not sold in parcels and that the price for which it sold was disproportionate to its value are not sufficient to entitle the Complainant to the relief prayed for.

14. It does not allege that the Respondent Mortgagee did not sell the property in accordance with the power of sale contained in the mortgage.

15. No facts are alleged showing any duty or obligation on the part of the Mortgagee to sell the property in parcels.

16. No facts are alleged which show anything requiring the Mortgagee to sell the property in parcels or offer it for sale in this manner.

17. It is not alleged that the price for which the property sold at the foreclosure sale was less than the total amount due on the mortgage.


Solicitor for Respondents.

W. D. Stapleton,
Complainant,
Vs.
C. A. Thompson,
Respondent.

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

This cause coming on to be heard is submitted on
Demurrer to the Complaint, and the same being duly consider-
ed and understood by the Court, said Demurrer is overruled.

Dated this 15th day of November, 1932.


Judge.

7701067 RECORDED
such
2-189

Three surrounding
defendants dismissed
filed on Oct 11, 1932.

RECORDED
INDEXED
FEB 18 1933

RECORDED
INDEXED
FEB 18 1933

RECORDED
INDEXED
FEB 18 1933

Handwritten signature

W. D. STAPLETON,

Complainant,

VS.

C. A. THOMPSON,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 1067.

DEMURRERS.

Comes the Respondent in the above entitled cause and without waiving the benefit of the ruling of the Court heretofore made on the Demurrers heretofore filed in the above entitled cause, files the following additional Demurrers:

(A). Because the bill does not allege that the Respondent did not first offer the property described in the Bill for sale in parcels.

(B). Because the Bill alleges that the property described therein was sold en masse without first alleging that it was not offered for sale in parcels.


Solicitor for Respondent.

W. D. STAPLETON,

Complainant,

VS.

C. A. THOMPSON AND THE SHEER-
RILL OIL COMPANY, a Corporation,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

DEMURRERS.

Comes the Respondent, C. A. Thompson, and for
demurrer to the Bill of Complaint in the said cause as last amend-
ed, ~~and~~ re-files the Demurrers filed by him in the said cause on
the 2nd day of November, 1932.

J. B. B. B. B.

Solicitor for Respondent, C. A. Thomp-
son.

COPIES FOR THE RECORDS OF THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA

RECEIVED BY THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA

RECEIVED BY THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA
RECEIVED BY THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA

RECEIVED BY THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA

RECEIVED BY THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA
RECEIVED BY THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA

RECEIVED BY THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA

RECEIVED BY THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA

RECEIVED BY THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA

Filed Feb 12th 1954
Mr. A. Stone
Register

Deanna

RECORDED
INDEXED
6-289

The State of Alabama }
Baldwin County---Circuit Court }

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

Whereas, at a Term of the Circuit Court of Baldwin County, held on the 4th
day of Monday June 1935

in a certain cause in said Court wherein W.D. Stapleton
Plaintiff, and C.A. Thompson and Sherrill Oil

Company, a Corporation, Defendant, a judgment was rendered against said
C.A. Thompson and Sherrill Oil Company, a Corporation,

to reverse which Decree the said C.A. Thompson and Sherrill
Oil Company, a Corporation,

have on this day applied for and obtained from this office an APPEAL, returnable to the
Fall Term of our Supreme Court of the State of Alabama, to
be held at Montgomery, on the 1st day of October, 1935 next,

and the necessary bond having been given by the said C.A. Thompson and
Sherrill Oil Company a Corporation with J.T. Bradley, and S.A.
Y. Dahlberg sureties,

Now, You Are Hereby Comanded, without delay, to cite the said

W.D. Stapleton,

or Hybert & Chason, his attorney, to appear at the

FALL Term of our said Supreme Court, to defend against the said

Appeal, if they think proper.

Robert S. Duck
WITNESS, ~~T.W. Robinson~~ Clerk of the Circuit Court of said County, this 13th

day of July, A. D., 1935

Attest:
Robert S. Duck Clerk.

Executed July 17 1935
by serving subpoena W. H. Wilkins
on John Chason

8

RECORDED
Thompson & Sherrill
Duck
6-289

1067 1/2

CIRCUIT COURT
BALDWIN COUNTY, ALA.

W. H. Wilkins Sheriff
By Alan Lawton Deputy Sheriff

Rec in office
7/13/35

W. H. Wilkins
Sheriff

W.D. Stapleton,

vs. } Citation in Appeal

C.A. Thompson, and Sherrill
Oil Company, A Corporation

Issued 13 day of July 1935

Moore Ptg. Co., Bay Minette

[Faint vertical text and markings on the right side of the page, including "RECORDED" and "INDEXED" impressions.]

Executed July 17 1935
by serving subpoena W. H. [unclear]
on John Chason

M. H. Wilkins Sheriff
By Alan Lawton Deputy Sheriff

Rec in office
7/13/35
M. H. Wilkins
S. C.

8
RECORDED
Hyatt & [unclear]
Duck
6-289

1067 $\frac{1}{2}$

CIRCUIT COURT
BALDWIN COUNTY, ALA.

W. D. Stapleton,

vs. } Citation in Appeal

C. A. Thompson, and Sherrill
Oil Company, A Corporation

Issued 13 day of July 1935

Moore Ptg. Co., Bay Minette

W. D. STAPLETON,

Complainant,

VS.

C. A. THOMPSON, and
SHERRILL OIL COMPANY,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 1067.

DEMURRER.

Comes the Sherrill Oil Company, one of the Respondents 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.

J. B. B. Bleckman
Solicitor for Respondent.

RECORDED
Equity - 1067
DEMURRER RECORDED

W. D. STAPLETON,
Complainant,
VS.
C. A. THOMPSON, and
SHERRILL OIL COMPANY,
Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 1067.

Filed on this the 12th day of
February, 1934.

Wm. H. ...
Pl. ...

FILED IN

1934

copy to P.C. Ward - 2/12/34

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 SHERRILL OIL COMPANY, a Corporation

Principal place of Business is Pensacola, Florida.

of _____ 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

W. D. STAPLETON

against said SHERRILL OIL COMPANY, 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 18th day of January 1933

M. A. Stone Register

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

1. D. J. Kelly page 72
Original
RECORDED

SERVE ON SHERILL OIL COMPANY,
Circuit Court of Baldwin County
IN EQUITY

No. 10675

SUMMONS

W. D. STAPLETON

vs.

C. A. THOMPSON

AND

SHERILL OIL COMPANY,
a Corporation.

HYBART, HEARD, & CHASON,
Solicitor for Complainant

Recorded in Vol. _____ Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this _____

day of _____ 193_____

SHERIFF

Executed this January 20th day of _____
1934

by leaving a copy of the within Summons with

J.P. Comstock as agt
for Sherrill Oil Co

Defendant

W.R. Street

Sheriff

By _____
Deputy Sheriff

W. D. STAPLETON,

Complainant,

VS.

C. A. THOMPSON,

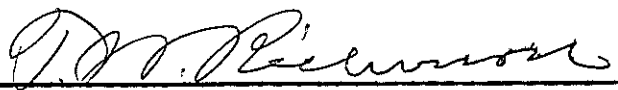
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 1067.

TO MESSRS. HYBART, HEARD AND CHASON:

Please take notice that in the above entitled cause pending in our said Circuit Court in Equity, a Motion has been filed by the Respondent, a copy of which is hereto attached, and that the same will be heard before Honorable F. W. Hare, at his office in Monroeville, Alabama, on Monday, October 31st, at 8:00 o'clock A. M.

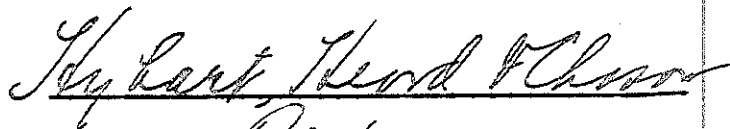
Witness my hand this 27th day of October, 1932.




Register in Chancery.

1932.

Service accepted on this the 27th day of October,



BY



W. D. STAPLETON,

Complainant,

VS.

C. A. THOMPSON,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.


IN EQUITY. NO. 1067.

MOTION.

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Comes the Respondent in the above entitled cause by his Solicitor of Record, and shows unto the Court and your Honor that the above entitled cause was commenced on the 23rd day of September, 1932, and that on October 11th, 1932, the Solicitor for the Respondent filed demurrers to the said Bill of Complaint and that the said demurrers have not been disposed of.

WHEREFORE, the Complainant moves the Court to set the said demurrers in the above entitled cause for hearing before your Honor at Monroeville, Alabama, at 10:00 o'clock A. M., on to-wit, November 15th, 1932.


Solicitor for Respondent.

W. D. STAPLETON,

Complainant,

VS.

C. A. THOMPSON,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. _____.

DEMURRERS.

Comes the Respondent in the above entitled cause by his Attorney and for demurrer to the Bill and each and every count thereof, separately and severally, says:

FIRST: There is no equity in the Bill.

SECOND: The Bill does not contain any allegations showing that the amount due by the Complainant to the Respondent under the mortgage foreclosure described in the Bill was paid or tendered to the Respondent before this suit was commenced.

THIRD: The Bill does not allege any facts to excuse Complainant's failure to pay or tender the amount due by the Complainant to the Respondent under the mortgage foreclosure in question.

FOURTH: The Bill does not contain any allegations showing that the Complainant surrendered possession of the property described in the Bill to the Respondent as required by law before this suit was commenced.

FIFTH: The Bill does not contain any allegations excusing Complainant's failure to surrender possession of the property described in the Bill to the Respondent as required by law, before this suit was commenced.

SIXTH: The Bill does not contain any allegations showing that the price for which the property described in the Bill sold

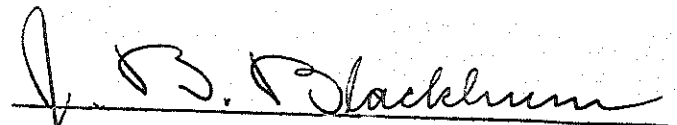
at the foreclosure sale in question was the result of Respondent's failure to sell the said property in parcels.

SIXTH: The Bill does not contain any allegations showing that the sale en masse of the property described in the Bill was the reason for its failure to bring a larger sum at the said sale.

EIGHTH: The Bill does not contain any allegations showing that a sale in parcels of the property described therein would have resulted in a benefit to the Complainant.

NINTH: The facts alleged in the Bill are not sufficient to show that the Respondent abused the power of sale given to him in the mortgage described in the Bill.

TENTH: The facts alleged in the Bill are not sufficient to show that the Complainant was injured by a sale of the property described therein en masse.



Solicitor for Respondent.

W. D. STAPLETON,

Complainant,

VS.

C. A. THOMPSON,

Respondent.

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

ORDER.

It appearing to the Court that the Solicitors for the Complainant have had three days notice of Respondent's motion wherein he moves the Court to set the demurrers in the above entitled cause down for hearing before F. W. Hare, in Monroeville, Alabama, on November 15, 1932, at 10:00 o'clock A. M., and the said motion having been considered by the Court.

IT IS THEREFORE ORDERED that the demurrers in the said cause be and the same are hereby set down for hearing before Judge F. W. Hare in Monroeville, Alabama, at 10:00 o'clock A. M., on November 15, 1932.

IT IS FURTHER ORDERED that the adverse parties have ten days notice of the day set for hearing said demurrers.

Done at Monroeville, Alabama, on this the 31st day of October, 1932.

F. W. Hare

Judge.

W. D. STAPLETON
COMPLAINANT.

VS.

C. A. THOMPSON AND
SHERRILL OIL COMPANY,

a corporation

RESPONDENTS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALA.

IN EQUITY NO 1067 $\frac{1}{2}$.

This cause coming on to be heard is submitted for decree on the demurrer to the bill of complaint as amended and in consideration of said demurrer I am of the opinion that the same is not well taken.

It is therefore ordered, adjudged and decreed by the court that said demurrer to said bill as amended be, and the same hereby is, overruled and denied.

Done in Monroeville, Alabama, this the 4th day of June.

G. W. Hare
Judge.

NO RECORDS RETURNED PER MR
IN THE OFFICE OF THE
SECRETARY OF THE

RECEIVED
JUN 10 1935
U.S. DEPARTMENT OF JUSTICE

RECORDS OF THE

U.S. DEPARTMENT OF JUSTICE

RECORDED
Duck
2.189

RECORDED
U.S. DEPARTMENT OF JUSTICE

6
The following is a list of the records
returned to the office of the
Secretary of the Department of Justice
on June 4, 1935. The records are
being returned to the office of the
Secretary of the Department of Justice
for their use in the case of the
United States vs. [Name].

Return to
Amended Bill

Filed June 4, 1935
Robert S. Duck

[Handwritten signature]

The following is a list of the records
returned to the office of the
Secretary of the Department of Justice
on June 4, 1935. The records are
being returned to the office of the
Secretary of the Department of Justice
for their use in the case of the
United States vs. [Name].

W. D. STAPLETON,

Complainant,

-vs-

C. A. THOMPSON ET AL,

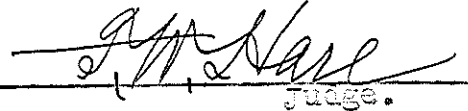
Respondents.

IN THE CIRCUIT COURT--IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

This cause coming on for hearing is submitted on De-
murrer, and the same being considered by the Court, it is ordered
that the same be, and is, overruled. The Defendant is allowed
twenty days in which to answer.



Judge.

106 7 1/2 RECORDED
Duck
2-191

ORDER.

W. D. STAPLETON,

Complainant,

-VS-

G. A. THOMPSON ET AL,

Respondents.

IN THE CIRCUIT COURT-IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

Filed
February 5th, 1936.

Robert Duck

Judge.
Reg.

W. D. STAPLETON,
Complainant,
VS.
C. A. THOMPSON and SHERRILL
OIL COMPANY, a Corporation,
Respondents.

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

Now comes C. A. Thompson and the Sherrill Oil Company, a Corporation, the Respondents in the above entitled cause, and each for himself or itself separately and severally appeal to the Supreme Court of Alabama from the Decree of the Circuit Court of Baldwin County, Alabama, rendered on to-wit, June 4, 1935, overruling their demurrers to the Amended Bill of Complaint in this cause.

J. T. Blackburn

Solicitor for Respondents.

SECURITY FOR COSTS.

We, C. A. Thompson and Sherrill Oil Company, a Corporation, as Principals and J. T. Bradley,
and S. A. Y. Dahlberg, as Sureties, do hereby jointly and severally acknowledge ourselves as security for all the costs of the appeal taken by the Respondents in this cause.

C. A. Thompson

SHERRILL OIL COMPANY, a Corporation,

By J. T. Blackburn
As its Attorney.

J. T. Bradley
S. A. Y. Dahlberg

Taken and approved this 2nd
day of July, 1935.

Robert L. Luch
Register.

106 7 1/2 RECORDED
Dues
2-191

ORDER.

W. D. STAPLETON,
Complainant,
-vs-
C. A. THOMPSON ET AL,
Respondents.

IN THE CIRCUIT COURT-IN EQUITY
STATE OF ALABAMA
BALDWIN COUNTY.

filed
Issued February 5th, 1936.

Robus Dues
Judge
Reg.

[Handwritten signature]

W. D. STAPLETON,
Complainant,
-VS-
C. A. THOMPSON,
Respondent.

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

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

Your Orator, W. D. Stapleton, files this his supplemental bill and amendment to the original bill of complaint heretofore filed on September 23, 1932, and shows unto your Honor in addition to what has been heretofore stated in paragraphs FIRST, SECOND and THIRD of said original bill of complaint, by adding thereto paragraph FOURTH.

F O U R T H:

Your Orator further shows unto your Honor that since the filing of said bill of complaint, on, to-wit: 20th day of June, 1933, the said C. A. Thompson executed his warranty deed to The Sherill Oil Company, a Corporation, with its principal place of business at Pensacola, Florida, attempting to convey the fee simple title to the property described in the second paragraph of the original bill of complaint. That the said Sherill Oil Company had due notice of the pendency of this suit by actual knowledge thereof, or in the event that your complainant is mistaken in this, that they had notice of such matters, which if followed up they would have ascertained that said mortgage under which the said C. A. Thompson is claiming was improperly and illegally foreclosed, and your Orator further shows unto your Honor that the said Sherill Oil Company's

relations to said lands are the same as that of the said C. A. Thompson. A copy of said deed from the said C. A. Thompson to the said Sherill Oil Company is hereto attached and marked Exhibit "X" and is made a part of this bill of complaint.

Your Orator further shows unto your Honor that said Defendants are in possession of the premises mentioned herein, collecting the rents from the same, using the same and occupying the same; that they have destroyed some of the buildings on the same to the great damage of your Orator, and that the said Defendants should be required to account to your Orator as mortgagee in possession of the premises.


Your Orator amends the prayer for process to said Original Bill of Complaint to read as follows:-

PRAYER FOR PROCESS:

To the end that equity may be had in the premises, your Orator prays that the usual writ of process will issue to the said C. A. Thompson and The Sherill Oil Company, a Corporation, making them parties defendants to this bill of complaint and requiring them to plead, answer or demur to the same within the time as required by law.

Your Orator amends the footnote of said original bill of complaint to read as follows:

FOOTNOTE: Defendants are required to answer paragraphs 1, 2, 3 and 4 of the foregoing amended complaint, but answer under oath is hereby expressly waived.


Solicitor for Complainant.

STATE OF ALABAMA,

BALDWIN COUNTY.

WARRANTY DEED.

THIS INDENTURE, made and entered into on this the 20th day of June, 1935, by and between C. A. Thompson and Jessie R. Thompson, his wife, hereinafter referred to as the parties of the first part, and Sherrill Oil Company, a Corporation, hereinafter referred to as the party of the second part, WITNESSETH:-

The parties of the first part, for and in consideration of the sum of \$1.00 and other valuable consideration to them this day in-hand paid by party of the second part, the receipt whereof is hereby acknowledged 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 situate in Baldwin County, Alabama, to-wit:-

Lots 7, 8, 9 and 10 in Block 5 and all of Block 6 except lots 7 and 8 in the Fidelity Land Company's Replat of the Town of Stapleton, Alabama, according to the official plat thereof of record in Book 1, Miscellaneous, as page 542 in the Probate Records of Baldwin County, Alabama. Intending to describe and there is hereby conveyed also Lots 7, 8 and 34 in the said town of Stapleton, Alabama, according to the Plat thereof of record in Miscellaneous Book 1, at page 115.

TO HAVE AND TO HOLD unto the said party of the second part, its successors and assigns, FOREVER. The parties of the first part for themselves and their heirs, executors and administrators hereby covenant and warrant to and with the said party of the second part, its successors and assigns, that they are seized of an indefeasible estate in and to the said property; that they have a good right to convey the same as herein contained; that they will guarantee the peaceable possession thereof; that the said property is free from all liens and encumbrances, except the right of redemption of W. D. Stapleton and his creditors from the mortgage foreclosure sale held on, to-wit, September 2nd, 1932, the foreclosure deed being recorded in Deed Book 52 N. S., at pages 457-8, a tax sale held on, to-wit, the 15th day of June, 1932, as recorded in Book 9 of Real Estate Sales at page 37 in the Probate Records of Baldwin County, Alabama, and all taxes which were or have become due since said tax sale.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals on this the day and year first above written.

§1.50 U. S. I. R. Stamp
Attached, cancelled.

C. A. Thompson (Seal)
Jessie R. Thompson (Seal)

STATE OF ALABAMA,

BALDWIN COUNTY.

I, Ora Simon, a Notary Public in and for said State and County, hereby certify that C. A. Thompson and Jessie R. Thompson, 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me, this 20th day of June, 1935.

Ora Simon,
Notary Public, Baldwin County,
Alabama.

STATE OF ALABAMA,

BALDWIN COUNTY.

I, Ora Sirmon, a Notary Public in and for said State and County, hereby certify that on the 20th day of June, 1955, came before me the within named Jessie R. Thompson, known to me to be the wife of the within named C. A. Thompson, who, being examined 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 Notarial Seal hereto affixed by me, this 20th day of June, 1955.

Ora Sirmon,
Notary Public, Baldwin County,
Alabama.

Filed July 26th, 1955,
Recorded 54 N. S., pages 193-4.