

Circuit Court, Baldwin County, Ala.,

IN EQUITY.

#1093

Lucille Armstrong Kerch

PLAINTIFF

VS.

Baldwin Co. Building & Loan Assn

DEFENDANT

BILL OF COST

	Dollars	Cts.		\$	Cts.
Fees of Register			AMOUNT BROUGHT FORWARD		
Filing each bill and other papers	\$	10	For receiving, keeping and paying out or distributing money, etc. 1st \$1,000 1 per ct.; all over \$1,000 and not over \$5,000, 3-4 of 1 per ct.; all over \$5,000 and not exceeding \$10,000, 1-2 of 1 per ct.; all over \$10,000, 1-4 of 1 per ct.	2	70
Issuing each Subpoena		50	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1 per ct. of amount received.		
Issuing each copy thereof		30	Each Notice Sent by Mail to Creditors.....	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	50
Issuing Writ of Injunction.....	1	50	For all entries on Commission Docket, etc.....	50	
For each Copy thereof		50	Making Final Record, per hundred words.....	15	1 50
Entering each return thereof.....		15	Certified Copy of Decree	1	00
Issuing Writ of Attachment	1	00	Report of Divorce to State Health Office.....	50	
Entering each return thereof		15	Acts 1915		
Docketing each case	1	00	Total Fees of Register	4	70
Entering each Appearance		25			
Issuing each Decree Pro Confesso on personal service.....	1	00	FEES OF SHERIFF		
Issuing each Decree Pro Confesso on publication.....	1	00	Serving and Returning Subpoena on Deft.	\$1	50
Each Order Appointing Guardian.....	1	00	Serving and Returning Subpoena for Witness.....	65	
Any other order by Register		50	Levying Attachment.....	3	00
Issuing Commission to Take Testimony		50	Entering and Returing same	25	
Receiving and Filing		10	Entering and Returning Execution	25	
Endorsing each package		10	Selling Property Attached	25	
Entering Order Submitting Cause		50	Impaneling Jury	75	
Entering any other Order of Court		25	Executing Writ of Possession	2	50
Noting all Testimony		50	Collecting Execution for Costs.....	1	50
Abstract of Cause, etc.		1	Serving and Returning Sci. Fa., each	65	
Entering each Decree <i>Resolving Cause</i>		75	Serving and Returning Notice.....	65	
For Every Hundred Words Over Five Hundred.....		15	Serving and Returning Writ of Injunction	1	50
Taking Account on Reference		3	Serving and Returning Writ of Exeat.....	1	50
Taking Testimony, etc.		15	Taking and Approving Bonds, each.....	1	00
Each Report, Five Hundred Words or less		2	Collecting Money on Execution		
For every Hundred Words Over Five Hundred.....		15	Making Deed	2	50
Amount Claimed. Less than Five Hundred Dollars, etc.....		2	Serving and Returning Application	1	00
Issuing each Subpoena		25	Serving Attachment, Contempt of Court.....	1	50
Witness Certificate, each		25			
Issuing Execution, each.....		75	TOTAL FEES OF SHERIFF		
Entering each Return		15			
Taking and Approving Bond, each.....		1			
Making Copy of Bill, etc.		15	Recapitulation		
Each notice not otherwise provided for		50	Register's Fees <i>IN R - 4.50 S - 30</i>	4	70
Each Certificate or Affidavit, with Seal.....		50	Sheriff's Fees	1	50
Each Certificate or Affidavit, no Seal		25	Commissioner's Fees		
Hearing and passing on application for Receiver or Trustee.....	3	00	Solicitor's Fees		
Each Settlement with Receiver or Trustee	3	00	Witness Fees		
Examining each Voucher of Receiver or Trustee	3	00	Guardian Ad Litem.....		
Examining each Answer on Exception	3	00	Printer's Fees		
Recording Resignation or Suggestion of Death of Trustee	75		Trial Tax	3	00
Entering each Certificate to Supreme Court.....	50		Recording Decree in Probate Court		
Taking Questions and Answers, etc.	25				
For all other service relating to such proceedings	1	00			
For service in proceeding to relieve minors, etc. same fee as in similar cases.			Total.....	9	20
Commission on sales, etc.: 1st \$100, 2 percent; all over \$100, and not exceeding \$1000, 1 1/2 per cent; all over \$1,000 and not exceeding \$20,000, 1 per cent; all over \$20,000, 1-4 of 1 per cent.					
Sub Total Carried Forward - - -	2	70			

Received payment this 18 day of June 1934

M. R. Stone Register.

NOTE: Unless the above costs in this cause are paid within ten days of the present date, execution will be issued and placed the hands of Sheriff for collection, creating more costs.

Circuit Court, Baldwin County, Ala.
In Equity.

No. 1093

Wush

VS.

*Bal Co Bldg & Loan
assn*

Cost Bill

Paid

June 18, 193*4*

J. A. Starnes
Register.

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 Baldwin County, Building
and Loan Association a corporation,

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

Mrs. Lucile Armstrong Kersh,

against said

Baldwin County Building and Loan Association

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, T. W. Richerson, Register of said Circuit Court, this 30th day of

December, 19232

T. W. Richerson Register.

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

Original

RECORDED

RECORDED
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SERVE ON

Circuit Court of Baldwin County
In Equity.

No.

SUMMONS

Mrs. Lucile Armstrong

Kersh.

vs.

Baldwin County, Building and

Loan Association a corporation,

Henry D. Moorer,

Solicitor for Complainant

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this

day of 192

Sheriff.

Executed this 4th day of

January 1922

by leaving a copy of the within Summons with

Geo W Morgan as Sec
of Baldwin County Building
Loan Association a corp
Defendant.

Sheriff.

By

Deputy Sheriff.

Geo W Morgan
Sec

STATE OF ALABAMA,
BALDWIN COUNTY.

I

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

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

Your Petitioner Mrs. Lucile Armstrong Kersh, respectfully represents and shows unto Your Honor as follows:

FIRST:

That she is a bona fide resident citizen of Baldwin County, Alabama, and is over the age of twenty-one years, residing at Bay Minette, in said County and State.

That the Baldwin County Building & Loan Association is a corporation with its principle place of business in Robertsedale, Baldwin County, Alabama.

SECOND:

That Your Petitioner is owner and in peaceable possession of the property hereinafter described, and on to-wit: The 26th., day of August, 1931, Your Petitioner executed to Baldwin County Building & Loan Association, a mortgage in the sum of \$1200.00, a copy of said mortgage is hereto attached and marked Exhibit "A", said mortgage described the property belonging to Your Petitioner as follows:

Lot One (1) in Block Thirty-one (31), in Hand Land Company Addition to the town of Bay Minette as per plat on record in the office of the Judge of Probate of Baldwin County, Alabama.

THIRD:

That on to-wit: The 19th day of December, 1932, the said Baldwin County Building & Loan Association foreclosed or attempted to foreclose the said

mortgage making or executing a deed to itself as purchaser, a copy of said deed is hereto attached and marked Exhibit "B".

FOURTH:

That the said mortgage being in the sum of \$1200.00, your petitioner is required to pay the sum of \$10.92 interest each month and that the said rate of interest is usurious and contrary to law, and Your Petitioner has made several payments on and by virtue of said mortgage and that the payments have been credited at the rate of \$10.92 per month interest which is on the principle sum of \$1200.00, and there being the sum of \$9.00 per month credited on the principle and that although payment on the principle is being made monthly no reduction in the interest payment is allowed whatever, which is clearly usurious rate of interest and in violation of the law.

FIFTH:

That the said property was at the time execution of this mortgage and is now the property of the said Mrs. Lucile Armstrong Kersh; that the said mortgage was given for the purpose of securing the indebtedness of her husband, Claude Kersh, and is wholly void and of no force and effect.

THE PREMISES CONSIDERED, Your Petitioner prays that the said Baldwin County Building and Loan Association be made party respondent to this bill of complaint; that all necessary subpoenas, decrees or orders be issued by Your Honor as necessary to perfect service upon this said respondent above named, requiring it to answer this complaint within the time and under the pains and penalties as required by law or that same be forever confessed.

Your Petitioner further prays that upon the hearing of this cause Your Honor will issue the proper and necessary orders or decrees for the purpose of removing the instruments hereinafter referred to and designated as Exhibit "A" & "B" as a cloud upon the title of Your Petitioner to the property above described.

Your Petitioner further prays that Your Honor will cause an injunction to be issued restraining the said Baldwin County Building & Loan Association, its Agents or Representatives, further interfering with this property until this court determines the equities existing between the parties.

Your Petitioner further prays that an accounting be had and that she be permitted to redeem the said property, if anything be further due on the part of this complaint^{and} and she alleges that she is ready, able and willing and hereby offers to do equity, and further prays that if she is mistaken in the relief prayed, that Your Honor will grant unto her such other, further, different and general relief that she in equity be entitled.

Ray D. Damm
Attorney for Petitioner

FOOTNOTE:

The respondent Baldwin County Building & Loan Association, a corporation, is required to answer each and every paragraph, numbered from One to Five inclusive, but not under oath.

Answer under oath being hereby expressly waived.

Ray D. Damm
Attorney for Petitioner

"EXHIBIT A"

REAL ESTATE MORTGAGE TO BALDWIN
COUNTY BUILDING & LOAN ASSOCIA-
TION.

KNOW ALL MEN BY THESE PRESENTS, That Lucile Armstrong Kersh (formerly Lucile Armstrong) and Claud F. Kersh, wife and husband, hereinafter called mortgagors, for and in consideration of the sum of TWELVE HUNDRED & 00/100 (\$1200.00) Dollars, to them in hand paid, by BALDWIN COUNTY BUILDING & LOAN ASSOCIATION, corporation, hereinafter called the Association the receipt of which sum is hereby acknowledged by mortgagors, do by these presents, Grant, Bargain, Sell and Convey unto the said Association, all that real property in Baldwin County, Alabama, and described as follows, to-wit:

Lot One (1) in Block Thirty-one (31) in Hand Land Company Addition to the town of Bay Minette as per plat on record in the office of the Judge of Probate of Baldwin County, Alabama.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said Association, its successors and assigns forever.

The Mortgagors hereby covenant with the said Association that they are seized in fee simple of the aforegranted premises, that it is free from all encumbrances, they have quiet and peaceable possession thereof and that they will and their heirs and assigns shall warrant and defend the title to said property unto the said Association and unto the purchase at any sale under the power herein contained, their heirs, successors or assigns, against the lawful claims of all persons whomsoever, forever.

PROVIDED ALWAYS, and these presents are upon the express condition that if the mortgagors shall well and truly pay to the said Association at its office in Robertsdale, Alabama, one certain promissory note of even date herewith for TWELVE HUNDRED & 00/100 Dollars, and do and perform all of the covenants and things set out herein and in said note (which include covenants to keep the

buildings on said land insured and pay the necessary premiums; to pay all taxes, assessments, liens or charges upon said premises; to list the property herein described and assess the same for taxation separate and apart from other property, and other covenants, said note being by reference incorporated herein and made a part hereof), then these presents to be null and void, otherwise to remain in full force and effect.

All shares of stock in said Association now or hereafter held by the mortgagors, jointly or severally, are hereby transferred and assigned to the Association as additional security.

Upon the happening of a default in the payment of the monthly dues, or interest as required by said note, or upon the happening of a default in the performance of any of the covenants or agreements therein or herein contained, then and in that event the said Association may declare the whole of said indebtedness due and payable at once, and in which case the mortgagors do hereby vest the Association with full power and authority to sell the said property at public outcry in front of the office door of the U. S. Post Office in Robertsdale, Baldwin County, Alabama, for cash to the highest and best bidder, after giving thirty days notice of the time and place of said sale, by publishing in three successive issues of a newspaper published in said county, and to make proper conveyance to the purchaser at said sale, or said Association, at its option may foreclose either under the powers of sale herein contained or by proceedings in a court of equity, and in either case the proceeds of sale shall apply; first, to the payment of the expenses of the sale, including a reasonable attorney's fee of not less than 10 per cent of the amount of the debt secured hereby; second, to the payment of the debt herein secured and all sums that may be due the Association by reason of the covenants and agreements contained herein and in the beforementioned note, so far as the proceeds may go, and if there be a remainder it shall be paid over to the mortgagors, their heirs and assigns. At any sale under the powers herein, the said Association, its attorney or agent, may bid for and purchase the said property the same as if a stranger hereto, in which case, the auctioneer conducting the sale is hereby authorized to execute proper conveyance.

In the event of litigation arising over the title to or possession of said property the Association may prosecute or defend the same; or, if the said property be or become encumbered by any lien or charge of any kind which is prior hereto the Association may pay off said lien or charge; or should the mortgagors fail to perform any of the duties or keep and perform the agreements or covenants by them made in this mortgage or the note secured hereby, the Association, at its option, may perform the same, and for any sum or sums so expended it shall have an additional lien, which together with interest at eight per cent, shall be secured by these presents on the property.

If this mortgage is given to secure a construction loan and should the mortgagors fail to complete the structure for the erection of which the loan is made, then and in that event the Association shall have the right to complete said construction and for any sums so expended shall have an additional lien, with interest at eight per cent, secured by these presents on the property.

The mortgagors do hereby acknowledge that they are fully informed as to the rules and regulations of the Association as set forth in its Constitution and by-laws which are hereby referred to and made a part hereof as much so as if specifically set out herein, and they agree to abide by said rules and regulations and all reasonable amendments and additions thereto duly adopted by the Association.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this, the 26th. day of October, 1931.

Lucile Armstrong Kersh (SEAL)
Claud F. Kersh (SEAL)

STATE OF ALABAMA, I

BALDWIN COUNTY. I

I, Herbert R. Weston, a Notary Public in and for said State and County, hereby certify that Lucile Armstrong Kersh and Claud F. Kersh 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, this the 26th. day of October, A. D. 1931.

Herbert Weston, Notary Public

(SEAL)

STATE OF ALABAMA, I

BALDWIN COUNTY. I

I, Herbert Weston, a Notary Public in and for said State and County, do hereby certify that on the 26th. day of October, 1931, came before me the within named Lucile Armstrong Kersh, known to me to be the wife of the within named Claud F. Kersh who, being examined separate and apart from the husband, touching her signature to the within Mortgage, 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, this the 26th. day of October, A. D. 1931.

Herbert Weston, Notary Public

(SEAL)

The State of Alabama Probate Court
Baldwin County

Filed in office this 28 day of Oct. 1931 at 8:00 A. M. and duly recorded in Mtg. Book No. 52, pages 456-7; 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.

LUCILE ARMSTRONG KERSH,
COMPLAINANT,

VS

BALDWIN COUNTY BUILDING &
LOAN ASSOCIATION, A Corp-
oration,

RESPONDENT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN CHANCERY

DEMURRER


Comes now Baldwin County Building & Loan Association, the above named Respondent, and demurs to the Bill of Complaint in the above entitled cause, and as grounds for such demurrer says:

First. There is no equity in the Bill.

Second. That the facts set out and alleged in the fourth paragraph of the Bill do not constitute usury under the laws of the State of Alabama.

Third. That said Bill of Complaint does not disclose or allege any indebtedness of the husband of the Complainant to this Respondent.

Fourth. That the Bill does not disclose or allege any indebtedness on the part of the husband of the Complainant to any other person nor the amount thereof.


Solicitor for Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN CHANCERY

RECORDED

LUCILE ARMSTRONG KERSH,
COMPLAINANT,

VS

BALDWIN COUNTY BUILDING & LOAN
ASSOCIATION, A Corporation,
RESPONDENT.

Filed Jan 13th 1933
D. W. Resum
Clerk

DEMURRER

LLOYD A. MAGNEY,
Attorney for Respondent.