STATE OF ALABAMA,)
BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS, That Whereas, the undersigned C. P. Tampary and Alexandra C. Tampary are justly indebted to the Baldwin County Bank, as Trustee, in the sum of TWENTY-FIVE THOUSAND and 00/100 ($25,000.00) DOLLARS, evidenced by forty (40) notes of even date herewith due and payable five (5) years from date; Fifteen (15) of said notes being in the sum of One Thousand ($1,000.00) Dollars; Fifteen (15) of said notes being in the sum of Five Hundred ($500.00) Dollars and Ten (10) of said notes being in the sum of Two Hundred and Fifty ($250.00) Dollars; each note bearing interest from date at eight per-cent, payable semi-annually; and whereas, the said C. P. Tampary and Alexandra C. Tampary are desirous of securing the prompt payment of said notes when the same fall due. Now, therefore, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the said C. P. Tampary and Alexandra C. Tampary have bargained and sold and do hereby Grant, Bargain, Sell and Convey unto the said Baldwin County Bank, as Trustee, the following described real estate situated in the County of Baldwin and State of Alabama, to-wit:

The East half (E½) of the Northeast quarter (NE¼) of Section Thirty-four (34), Township Four (4) South, Range Two (2) East, together with all appurtenances thereunto belonging;

West half of Section Sixteen, Township Four South of Range Two East, less Fifteen acres described as starting at the half section post on the South boundary line of Section 16, Township Four South, Range Two East, running North 20 chains for a beginning corner, thence West 15 chains to a stake, thence South 10 chains to a stake, thence East 15 chains to a stake on the half section line, thence North 10 chains to the place of beginning, containing 15 acres, more or less, being a portion of

the land conveyed to James A. Carney by Blackmon and wife, September 11, 1908, recorded in Deed Book 13 N. S. Pages 436-7 of the records of Baldwin County, Alabama;

Fractions "C" and "D" in the Southwest Fraction of Section Thirty-two in Township Four South of Range Two East of the St. Stephens Meridian in Alabama, containing twenty-six acres and forty-eight hundredths of an acre.

TO HAVE AND TO HOLD, the above granted premises unto the said Baldwin County Bank, as Trustee, its successors and assigns forever. And for the purpose of further securing the payment of said notes and each and all of them, we do hereby agree to pay all the taxes and assessments when imposed legally upon said premises, and should we make default in payment of same, the said Baldwin County Bank, as Trustee, may at its option pay off the same; and to further secure the said indebtedness first above named, we agree to keep said property insured for at least TWENTY-FIVE THOUSAND DOLLARS, loss, if any, payable to Baldwin County Bank, as Trustee, as its interest may appear, and if we fail to keep said property insured as above specified, then the said Baldwin County Bank, as Trustee, may at its option insure said property for said sum for the benefit of itself, as Trustee, the policy, if collected to be credited upon said indebtedness, less cost of collecting same; and all amounts so expended by the Baldwin County Bank, as Trustee, shall become a debt of C. P. Tampary and Alexandra C. Tampary, in addition to the indebtedness, hereby specifically secured, and shall be covered by this mortgage and bear interest from the date of payment by said Baldwin County Bank, as Trustee, and to be due and payable 30 days after the payment by the said Baldwin County Bank, as Trustee, and upon statement being rendered by

the said Baldwin County Bank, as Trustee, to C. P. Tampary and Alexandra C. Tampary, or either of them.

This conveyance is made upon the condition, however, that if the said C. P. Tampary and Alexandra C. Tampary, or either of them, shall pay all of the said notes hereinabove mentioned as per terms and conditions of said note or notes and reimburse the said Baldwin County Bank, as Trustee, for any amounts it may have expended as taxes and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Baldwin County Bank, as Trustee, within the time and upon the conditions herein named or should said notes or any one or part thereof or any interest thereon remain unpaid at maturity, or should the interest of the said Baldwin County Bank, as Trustee, its successors or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, or in the event of default in the payment of any one or a part of said notes herein described or the breach of any stipulation herein contained, the whole of said indebtedness, at the option of the said Trustee, shall at once become due and payable, and this Deed of Trust be subject to foreclosure as provided herein; and the said Baldwin County Bank, as Trustee, or its agents or assigns, shall be authorized to take possession of the premises hereby conveyed or at its option without taking possession of the said premises and after giving twenty-one (21) days notice by publication once a week, for three (3) successive weeks, of the time, place and terms of sale, by publication in some newspaper published in Baldwin County, Alabama, to sell the same in front of the Court House Door of said County, at

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

I, Margaret Higgins, a Notary Public, in and for said County in said State, hereby certify that C. P. Tampary and Alexandra C. Tampary, his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal this 1st day of September, A. D. 1931.

Margaret Higgins
Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

I, Margaret Higgins, a Notary Public, in and for said County, in said State, hereby certify that on the 1st day of September, 1931, came before me the within named Alexandra C. Tampary, known to me to be the wife of the within named C. P. Tampary, who 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, constraint, or threats on the part of her husband.

IN WITNESS whereof, I hereunto set my hand and Notarial Seal this 1st day of September, A. D. 1931.

Margaret Higgins
Notary Public, Baldwin County, Alabama.

CIRCUIT COURT, BALDWIN COUNTY, ALA.
IN EQUITY

No. 251 Epaty Baldwin County Board as Trustee VS. PLAINTIFF
Reorganization

DEFENDANT

BILL OF COSTS

FEES OF REGISTER		Dollars	Cents
Filing each bill and other papers	$ 10		5 0
Issuing each subpoena	50		
Issuing each copy thereof	40		
Entering each return thereof	15		
For each order of publication	1 00	1	0 0
Issuing Writ of injunction	1 50		
For each copy thereof	50		
Entering each return thereof	15		
Issuing Writ of Attachment	1 00		
Entering each return thereof	15		
Docketing each case	1 00	1	0 0
Entering each appearance	25		
Issuing each decree pro confesso on per ser.	1 00		
Issuing each decree pro confesso on publica	1 00		
Each order appointing guardian	1 00		
Any other order by Register	50		5 0
Issuing Commission to take testimony	50		5 0
Receiving and filing	10		1 0
Endorsing each package	10		1 0
Entering order submitting cause	50		5 0
Entering any other order of court	25		2 5
Noting all testimony	50		5 0
Abstract of cause, etc.	1 00		
Entering each decree	75		7 5
For every 100 words over 500	15		
Taking account, etc.	3 00		
Taking testimony, etc	15	5	4 5
Each report, 500 words or less	2 50		
For every 100 words over 500	15		
Amount claimed less than $500, etc	2 00		
Issuing each subpoena	25		
Witness certificate, each	25		
Issuing execution, each	75		
Entering each return	15		
Taking and approving bond, each	1 00		
Making copy of bill, etc	15		
Each notice not otherwise provided for	50		
Each certificate or affidavit, with seal	50		
Each certificate or affidavit, no seal	25		
Hearing and passing on application, etc.	3 00		
Each settlement with Receiver, etc.	3 00		
Examing each voucher of Receiver, etc	10		
Examing each answer, etc.	3 00		
Recording resignation, etc	75		
Entering each certificate to SupremeCourt	50		
Taking questions and answers, etc	25		
For allother 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 cent: all over $100 and not exceeding $1,000, 1 1-2 per cent; all over $1,000, and not exceeding $20,000, 1 per ct; all over 20,000, 1-4 of 1 per cent.			
Sub Total Carried Forward			

Brought Forward		$45 45
For Receiving, keeping and paying out or distributing money, etc.: 1st $1,000, 1%, all over $1,000, and not over $5,000, 3-4 of 1%; all over $5,000 and not exceeding $10,000, 1-2 of 1%, all over $10,000 1-4 of 1%.		
Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.		
Each notice sent by mail to creditor	15	
Filing receipting for and docketing each claim, etc.	25	
For all entries on subpoena docket, etc.	50	
For all entries on commission docket, etc.	50	20 00
Making final record. per 100 words	15	
Certified copy of decree	1 00	
Report of divorce to State Health Office (Acts 1915)	50	
TOTAL FEES OF REGISTER		25 45
FEES OF SHERIFF		
Serving and returning subpoena on deft.	$1 50	
Serving and returning subpoena for witness	65	
Levying attachment	1 50	
Entering and returning same	25	
Selling property attached		
Impaneling Jury	75	
Executing Writ of possession	2 50	
Collecting execution for costs	1 50	
Serving and returning sci. fa., each	65	
Serving and returning notice	65	
Serving and returning writ of injunction	1 50	
Serving and returning writ of exeat	1 50	
Taking and approving bonds, each	75	
Collecting money on execution		
Making Deed	2 50	
Serving and returning application, etc.	1 00	
Serving attachment, contempt of court	1 50	
TOTAL FEES OF SHERIFF		
RECAPITULATION		
Register's Fees		25 45
Sheriff's Fees		5 00
Commissioner's Fees Ora Fulton		
Solicitor's Fees		100 00
Witness Fees		
Guardian Ad Litem Paul Dan Lowe		5 60
Printer's Fees		3 00
Trial Tax	3 00	
Recording Decree in Probate Court		
TOTAL		139 05
		100 00
		39 05

Atty Fee Allowed
Bal Dec

Received payment this _____ day of _____ 193_____

Register.

IN THE MATTER OF THE RESIGNATION OF THE BALDWIN COUNTY BANK, a Corporation, Trustee.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

ORDER

This matter coming on to be heard and being submitted on the original Petition of the Baldwin County Bank, a Corporation resigning as Trustee, the testimony as noted by the Register and it appearing to the undersigned as Register in Chancery of Baldwin County, Alabama, that the said Baldwin County Bank, a Corporation did, on the 12th day of August, 1936, file its Petition with me as sugh Register and that said Petition was set down for hearing at my office in the Court House in Bay Minette, Alabama, at 10:00 o'clock A. M. on September 1, 1936, and that due notice thereof was given by publication once a week for three successive weeks in the Baldwin Times, a newspaper published in Bay Minette, Baldwin County, Alabama, all of which having been duly considered and understood by me, it is therefore Ordered as follows:

1. That the resignation of the Baldwin County Bank a Corporation, the Trustee created in and by the Trust Deed from C. P. Tampary and Alexandria C. Tampary, his wife, dated September 1, 1931, and recorded in Book Number 50 of Mortgages at Pages 551-53 Baldwin County Records be, and the same is hereby accepted and approved, and as no funds have been collected by said Trustee there is no necessity for any accounting by it, and said Trustee is hereby fully discharged.

2. It further appearing that the Baldwin County Bank has incurred an attorney's fee of One Hundred Dollars, all of which is reasonable, necessary and proper, in connection with its handling of such trust property and in connection with its resignation as said Trustee which said sum and all costs of this proceeding are to be paid from the trust property coming into the hands of the succeeding Trustee.

3. It appearing to the Court that George Marinos, of Loxley, Alabama, is a fit and proper person to be appointed Trustee as a successor to the said Baldwin County Bank, he being the owner and holder of some of the notes secured by the said Deed of Trust and his appointment having been consented to by Alexandria C. Tampary, it is Ordered that George Marinos be, and he is hereby appointed Trustee as successor to the said Baldwin County Bank to hold, manage and control the said property under and by virtue of the Trust Deed from C. P. Tampary and Alexandria C. Tampary, his wife, dated September 1, 1931, and recorded in Book Number 50 of Mortgages at Pages 551-53, Baldwin County Records.

Dated this 1st day of September, 1936.

Robert L. Duck

Register.

TO THE HONORABLE ROBERT S. DUCK, REGISTER IN CHANCERY, BALDWIN COUNTY, ALABAMA:

The Baldwin County Bank, a Corporation, respectfully represents unto you as follows:

1. It is a corporation organized and existing under the laws of the State of Alabama, with its principal place of business in Bay Minette, Baldwin County, Alabama.

2. It was appointed Trustee in a Trust Deed executed by C. P. Tampary and Alexandra C.Tampary, his wife, dated September 1, 1931, and recorded in Book Number 50 of Mortgages at Pages 551-53, Baldwin County Records, a true copy of which is hereto attached, marked "Exhibit 'A'" and made a part hereof as though fully incorporated herein. All of the trust property described in the said Deed of Trust is located in Baldwin County, Alabama.

3. The said C. P. Tampary died after the execution of the said Trust Deed leaving as his heirs Alexandra C. Tampary, his widow, Christine Tampary, a daughter and Theodore Tampary, a son.

4. That since Petitioner's appointment as said Trustee it has not collected any principal, interest or other moneys under the said Trust Deed and no moneys or other assets have come into its hands as Trustee under the said Trust Deed.

5. Petitioner at one time owned notes amounting to the sum of Five Thousand Dollars ($5,000.00) which were secured by the said Trust Deed but these notes have been sold by it to George Marinos, of Loxley, Alabama, and it has no further interest in the said Trust Deed or the property described therein and desires to and hereby resigns as such Trustee. It herewith transmits to you the original Trust Deed hereinabove described, being all papers relative to this matter which are in its hands as such Trustee.

6. Petitioner has been called upon to employ an attorney, who is J. B. Blackburn, of Bay Minette, Alabama, to represent it in the Court proceedings necessary to its resignation as said Trustee.

WHEREFORE, Petitioner prays that you will take jurisdiction of the cause made by this its petition as provided by Article 10 Chapter 352 of the 1923 Code of Alabama; that you will appoint a day to hear and determine said petition and give due notice thereof to all proper parties in the form and manner prescribed by law; that on the day when the said petition is heard you will make a proper order releasing said Trustee, fix a proper attorney's fee for its attorney in this proceeding to be paid out of or made a charge against the said trust property, will appoint a new Trustee and that such other orders may be made and decrees rendered as may be requisite and proper in the premises.

Respectfully submitted,

BALDWIN COUNTY BANK, a Corporation,

By S F Holmes
As its President.

J. B. Blackburn
Attorney for Petitioner.

STATE OF ALABAMA |
BALDWIN COUNTY |

Before me, the undersigned authority, within and for said County in said State, personally appeared S. F. Holmes, who, after being by me first duly and legally sworn, deposes and says: That he is President of the Baldwin County Bank, a Corporation, as as such officer is duly authorized to make this affidavit for and on behalf of said corporation; that he has read over the foregoing petition and that all of the allegations contained therein are true.

S F Holmes

Sworn to and subscribed before me
on this the 12th day of August, 1936.

Ora Simmons
Notary Public, Baldwin County, Alabama.

EXHIBIT "A"

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That Whereas, the undersigned C. P. Tampary and Alexandra C. Tampary are justly indebted to the Baldwin County Bank, as Trustee, in the sum of TWENTY-FIVE THOUSAND and 00/100 ($25,000.00) DOLLARS, evidenced by forty (40) notes of even date herewith due and payable five (5) years from date; Fifteen (15) of said notes being in the sum of One Thousand ($1,000.00) Dollars; Fifteen (15) of said notes being in the sum of Five Hundred ($500.00) Dollars and Ten (10) of said notes being in the sum of Two Hundred and Fifty ($250.00); each note bearing interest from date at eight per-cent, payable semi-annually; and whereas, the said C. P. Tampary and Alexandra C. Tampary are desirous of securing the prompt payment of said notes when the same fall due. Now, therefore, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the said C. P. Tampary and Alexandra C. Tampary have bargained and sold and do hereby Grant, Bargain, Sell and Convey unto the said Baldwin County Bank, as Trustee, the following described real estate situated in the County of Baldwin and State of Alabama, to-wit:

The East half (E½) of the Northeast quarter (NE¼) of Section Thirty-four (34), Township Four (4) South, Range Two (2) East, together with all appurtenances thereunto belonging:

West half of Section Sixteen, Township Four South of Range Two East, less Fifteen acres described as starting at the half section post on the South boundary line of Section 16, Township Four South, Range Two East, running North 20 chains for a beginning corner, thence West 15 chains to a stake, thence South 10 chains to a stake, thence East 15 chains to a stake on the half section line, thence North 10 chains to the place of beginning, containing 15 acres, more or less, being a portion of the land conveyed to James A. Carney by Blackmon and wife, September 11, 1908, recorded in Deed Book 13 N. S. Pages 436-7 of the records of Baldwin County, Alabama;

Fractions "C" and "D" in the Southwest Fraction of Section Thirty-two in Township Four South of Range Two East of the St. Stephens Meridian in Alabama, containing twenty-six acres and forty-eight hundredths of an acre.

Agent or assigns, for the foreclosure of this mortgage in Chancery or otherwise. Should same be foreclosed, said fee to be a part of the debt hereby secured.

MEANING HEREBY to give the Baldwin County Bank, as Trustee, full power and authority to see that the stipulations herein contained are carried out in full and failing to comply with all or any one of the said stipulations, the Baldwin County Bank, as Trustee, is hereby authorized, empowered and directed, at its option, to sell the property described herein as above set forth.

WITNESS our hands and seals this the 1st day of September, A. D. 1931.

C. P. Tampary (SEAL)

Alexandra C. Tampary (SEAL)

STATE OF ALABAMA, |
BALDWIN COUNTY. |

I, Margaret Huggins, a Notary Public, in and for said County in said State, hereby certify that C. P. Tampary and Alexandra C. Tampary, 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 this 1st day of September, A.D. 1931.

Margaret Huggins
Notary Public, Baldwin County, Alabama.

Seal.

STATE OF ALABAMA, |
BALDWIN COUNTY. |

I, Margaret Huggins, a Notary Public, in and for said County, in said State, hereby certify that on the 1st day of September, 1931, came before me the within named Alexandra C. Tampary, known to me to be the wife of the within named C. P. Tampary, who 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 Notarial Seal this 1st day of September, A. D. 1931.

Margaret Huggins
Notary Public, Baldwin County, Alabama.

Seal.

THE STATE OF ALABAMA |
| PROBATE COURT.
BALDWIN COUNTY |

Filed in office this 2 day of Sept. 1931, 10:20 A. M. and duly recorded in Mtg. Book No. 50, Pages 551-2-3; and I certify that $ 37 cts 50 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, Clk.

IN THE MATTER OF

THE RESIGNATION OF THE BALDWIN COUNTY BANK, AS TRUSTEE.

ORDER.

THAT WHEREAS, the Baldwin County Bank, a Corporation, the Trustee named in that certain Deed of Trust from C. P. Tampary and Alexandra C. Tampary, his wife, to Baldwin County Bank, as Trustee, dated September 1, 1931, and recorded in Book Number 50 of Mortgages at Pages 551-53, Baldwin County Records, did on the 12th day of August, 1936, file a petition with me as Register in Chancery of Baldwin County, Alabama, resigning as such Trustee.

IT IS THEREFORE Ordered that the said Petition be and it is hereby set down for hearing at my office in the Court House in Bay Minette, Alabama, at 10:00 o'clock A. M. on September 1,1936, and that notice thereof be given by publication once a week for three successive weeks in the Baldwin Times, a newspaper published in Bay Minette, Baldwin County, Alabama.

Dated this 12th day of August, 1936.

Robert S. Duck

Register in Chancery, Baldwin County, Alabama.

Published Every Thursday

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

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

R. B. Vail
~~Editor and~~ Proprietor

BAY MINETTE, ALA.

NOTICE OF RESIGNATION OF TRUSTEE

To Alexander C. Tampary, Christine Tampary and Theodore Tampary; and all other persons, firms or corporations interested in the following described proceeding.

Notice is hereby given that the

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

James H. Faulkner being duly sworn, deposes and says that he is the ~~PUBLISHER~~ Editor of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of Notice of Resignation of Trustee To Alexander C. Tampary, Christine Tampary and Theodore Tampary

Was published in said Newspaper for 3 consecutive weeks in the following issues:

Date of first publication August 13, 1936 Vol. 47 No. 28

Date of second publication " 20, 1936 Vol. 47 No. 29

Date of third publication " 27, 1936 Vol. 47 No. 30

Date of fourth publication Vol. No.

Subscribed and sworn before the undersigned this 1st day of Sept 1936

R. L. Curtis
Clerk Court

James H. Faulkner
~~Publisher~~ Editor

The State of Alabama,
Baldwin County

CIRCUIT COURT

To MARY LOU FORTENBERRY:

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine S. F. HOLMES and W. H. HAWKINS

as witnesses in behalf of Petitioner in a cause pending in our Circuit Court of Baldwin County, of said State, wherein The Baldwin County Bank is Petitioner in the matter of the Resignation of the Baldwin County Bank, as Trustee

Complainant

and

Defendant,

on oath to be by you administered, upon oral examination to take and certify the depositions of the witnesses and return the same to our Court, with all convenient speed, under your hand.

Witness 1st day of September 19 36

R L Deason
REGISTER

COMMISSIONER'S FEE, $

WITNESS' FEES, $

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

IN THE MATTER OF

THE RESIGNATION OF THE BALDWIN COUNTY BANK, COMPLAINANT
A Corporation, Trustee

VS.

_____ RESPONDENT

I, MARY LOU FORTENBERRY,

as ~~Register~~ and Commissioner

have called and caused to come before me S. F. HOLMES and W. H. HAWKINS

witness~~es~~ named in the requirement for Oral Examination, on the 1st day of ~~September,~~ 193 6, at the office of ROBERT S. DUCK

in Bay Minette, Alabama, and having first sworn said witness~~es~~ to speak the truth, the whole truth, and nothing but the truth, the said S. F. HOLMES and W. H. HAWKINS doth depose and say as follows:

Duck
6-466

ORDER SETTING DAY TO HEAR APPLICATION OF BALDWIN COUNTY BANK TO RESIGN AS TRUSTEE.

IN THE MATTER OF

THE RESIGNATION OF THE BALDWIN COUNTY BANK, AS TRUSTEE.

Dated this 12th day of August, 1936.

Robert S. Duck,
Reg.

ORAL EXAMINTAION

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

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

Given under my hand and seal, this 1st day of September 1936.

Mary Lou Fortenberry (L. S.)

No. 251 Page

THE STATE OF ALABAMA,
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY

IN THE MATTER OF

THE RESIGNATION OF THE BALDWIN COUNTY BANK, as Trustee.

~~COMPLAINANT~~

vs.

Corporation,

RESPONDENT

ORAL DEPOSITION

Filed September 1, 1936

Robert S. Duck, Register.

RECORDED IN

Record

Vol. Page

, Register

sum expended by the said Baldwin County Bank, as Trustee, within the time and upon the conditions herein named or should said notes or any one or part thereof or any interest thereon remain unpaid at maturity, or should the interest of the said Baldwin County Bank, as Trustee, its successors or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, or in the event of default in the payment of any one or a part of said notes herein described or the breach of any stipulation herein contained, the whole of said indebtedness, at the option of the said Trustee, shall at once become due and payable, and this Deed of Trust be subject to foreclosure as provided herein; and the said Baldwin County Bank, as Trustee, or its agents or assigns, shall be authorized to take possession of the premises hereby conveyed or at its option without taking possession of the said premises and after giving twenty-one (21) days notice by publication once a week, for three (3) successive we ks, of the time, place and terms of sale, by publication in some newspaper published in Baldwin County, Alabama, to sell the same in front of the Court House Door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: FIRST, to the expenses of advertising, selling and conveying, including a reasonable attorney's fee; SECOND; to the payment of any amounts that may be necessary to expend in paying taxes, interest, and other encumbrances, with interest thereon; THIRD, to the payment of said notes herein described in full whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; FOURTH, the balance, if any, to be turned over to the said C. P. Tampary and Alexandra C. Tampary, or either of them; And we further agree that the said Baldwin County Bank, as Trustee, its Agents or assigns, may bid at said sale and purchase said property, if the highest bidder thereof; And we further agree to pay a reasonable attorney's fee to the said Baldwin County Bank, as Trustee, its

public outcry, to the highest bidder for cash, and apply the proceeds of said sale: FIRST, to the expenses of advertising, selling and conveying, including a reasonable attorney's fee; SECOND: to the payment of any amounts that may be necessary to expend in paying taxes, interest, and other encumbrances, with interest thereon; THIRD, to the payment of said notes herein described in full whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; FOURTH, the balance, if any, to be turned over to the said C. P. Tampary and Alexandra C. Tampary, or either of them; And we further agree that the said Baldwin County Bank, as Trustee, its Agent or assigns, may bid at said sale and purchase said property, if the highest bidder thereof; And we further agree to pay a reasonable attorney's fee to the said Baldwin County Bank, as Trustee, its Agent or assigns, for the foreclosure of this mortgage in Chancery or otherwise. Should same be foreclosed, said fee to be a part of the debt hereby secured.

MEANING HEREBY to give the Baldwin County Bank, as Trustee, full power and authority to see that the stipulations herein contained are carried out in full and failing to comply with all or any one of the said stipulations, the Baldwin County Bank, as Trustee, is hereby authorized, empowered and directed, at its option, to sell the property described herein as above set forth.

WITNESS our hands and seals this the 1st day of September, A. D. 1931.

C P Tampary (SEAL)

Alexandra C Tampary (SEAL)

STATEMENT

Loxley, Ala., 193

M

IN ACCOUNT WITH

LOXLEY BARGAIN HOUSE

WHOLESALE AND RETAIL

DRY GOODS, SHOES AND FANCY GROCERIES

PHONE, LOXLEY 1403

To Statement Rendered

To Bill Rendered

Dear Col
Inclosed you will found
a Check for $3905 as
you request. In your letter
Proof Thanking you
for your trouble
yours
George Monroe

BAY MINETTE, ALA.

Mr. Robert S. Duck

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION $1.50 PER YEAR IN ADVANCE
ADVERTISING RATES GIVEN ON APPLICATION

Company Notice of Resignation of Trustee

160 words @ 3½¢----------$5.60